

**CITY OF NEWTON
PURCHASING DEPARTMENT**

***CONTRACT FOR PUBLIC WORKS DEPARTMENT
(M.G.L. Ch. 30, Sec. 39m)***

**PROJECT MANUAL:
FOR THE REPLACEMENT OF A
15" DRAIN
FROM
ROWE STREET TO WEBSTER STREET
*INVITATION FOR BID#12-84***

Bid Opening Date: June 1, 2012 at 10:00 a.m.

**MAY 2012
Setti D. Warren, Mayor**

CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #12-84

The City of Newton invites sealed bids from Contractors for the:

For the replacement of an existing
15" DRAIN
from
ROWE ST. to WEBSTER ST.

Bids will be received until: **10:00 a.m., June 1, 2012**
at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

The work under this contract is for the replacement of approximately four hundred seventy-five (475) linear feet of existing fifteen (15) inch vitrified clay drain pipe with new sixteen (16) inch Ductile Iron drain pipe. This work shall be performed within a constricted ten (10) foot wide easement.

Contract Documents will be available online at www.newtonma.gov/bids or pick up at the Purchasing Department after **10:00 a.m., May 17, 2012.**

Bids must be submitted with one Original and one Copy.

A bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates, is required. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company.

The City of Newton will award the contract to the lowest eligible and responsible bidder. Please Note: this bid, in accordance with the Chapter 303 Acts of 2008, contains Price Adjustments and new Prevailing Wage requirements. All bidders are required to familiarize themselves with these terms and conditions before submitting a bid.

Anticipated start date is June 25, 2012. Time for completion is forty-five (45) calendar days from the Notice To Proceed.
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All bids are subject to the provisions of M.G.L. Chapter 30, Section 39M. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Performance Bond and Labor and Materials Payment Bond in the amount of 100%** of the contract total. Wages are paid to drivers for all **"on-site"** work.

Once you've downloaded this bid from the internet website (www.newtonma.gov/bids) I strongly suggest you email (purchasing@newtonma.gov) your company's Name, address, EMAIL, phone, fax AND the INVITATION FOR BID NUMBER and Project Title, so that we may add you to the Bidders List and you will be notified of any/all addendums.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON
Maryann LaRosee
Purchasing Department
May 17, 2012

**CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS**

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
 2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will answer such requests if received Friday, May 25, 2012 at 12:00 noon.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the bidding process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at purchasing@newtonma.gov or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #12-84**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton, dated December 1999 is applicable to all construction contracts in excess of \$10,000.00. A copy of this plan is on file at City of Newton Purchasing Department.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all City contracts for goods and services in excess of \$50,000.00. Copies of these plans are incorporated in the bidding documents.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.

- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.
- Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.
- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- * GENERAL BID FOR:
 - * NAME OF PROJECT AND **INVITATION NUMBER**
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.
- 4.8 Bids shall be submitted with one original and one copy. Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which will become effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted on or after July 1, 2006 and to any contract awarded on or after July 1, 2006.
 2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
 3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this new Massachusetts Law will disqualify you from bidding on public contracts.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids shall be withdrawn within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City of Newton will award the contract to the lowest eligible and responsible Bidder within thirty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.

- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

END OF SECTION

CITY OF NEWTON
DEPARTMENT OF PURCHASING
BID FORM #12-84

- A. The undersigned proposes to supply and deliver the materials specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

For the replacement of an existing
15" DRAIN
from
ROWE ST. to WEBSTER ST.

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s) _____, _____, _____, _____,
- C. The Contractor shall insert prices for each item in ink, in both words and figures.

_____ Dollars and \$_____

(Contract price shall equal the Total of the attached Item Sheets)

COMPANY NAME: _____

- D. The undersigned has completed and submits herewith the following documents:

- ☐ Bidder's Qualification Form and References (2 pages)
- ☐ Bid Form (2 pages)
- ☐ Item Sheets (5 pages)
- ☐ Certificate of Non-Collusion
- ☐ A five percent (5%) bid deposit.

- E. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____% _____ Days
Prompt Payment Discount _____% _____ Days
Prompt Payment Discount _____% _____ Days

- F. The undersigned agrees that, if selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid **and furnish a performance bond and a labor and materials payment bond** of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the City of Newton in the **sum of 100% of the contract price**, the premiums for which are to be paid by the contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The undersigned further certifies under the penalties of perjury that they have familiarized themselves with the changes to the Prevailing Wage Rates, Price Adjustment Clauses, in accordance to Chapter 303 Acts of 2008.

Date _____
(Name of General Bidder)

BY: _____
(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone) / (FAX)

(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? _____ YES _____ NO **WBE**? _____ YES _____ NO or **MWBE**? _____ YES _____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

CONTRACT FORMS

The forms are provided for informational purposes only.

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

None of the following forms are required at the time of bid submittal.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C -

THIS AGREEMENT made this ____ day of _____ in the year Two Thousand and Twelve by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

ARTICLE 1. STATEMENT OF WORK. The Contractor shall furnish all labor, materials, and equipment and perform all work required in strict accordance with the Contract Documents for the following project:

For the Replacement of an existing
15" DRAIN
from
ROWE ST. to WEBSTER ST.

ARTICLE 2. TIME OF COMPLETION. The Contractor shall commence work under this Contract on the date specified in the written notice of the City to proceed and shall fully complete all work hereunder within the time specified in the Summary of Work and Specific Work Requirements of the Project Manual. Time is of the essence with regard to this contract, with all work to be completed within **forty-five (45) calendar days from the date of the Notice To Proceed..** Failure to complete within the time specified shall be subject to the assessment of liquidated damages in accordance with the provisions contained in the Project Manual.

ARTICLE 3. THE CONTRACT PRICE. The City shall pay the Contractor for the full and satisfactory performance of the Contract, in current funds a sum not to exceed:

(\$)

ARTICLE 4. CONTRACT DOCUMENTS. The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #12-84 issued by the Purchasing Department;
- c. The Project Manual for: For the Replacement of an Existing 15" Drain from Rowe St. to Webster St., including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) _____;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;

- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Shipping Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

ARTICLE 5. ALTERNATES. The following Alternates have been accepted and their costs are included in the Contract Price stated in Article 3 of this Agreement:

Alternates: N/A

ARTICLE 6. APPLICABLE STATUTES. All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By _____
Print Name _____
Title _____
Date _____

Affix Corporate Seal Here

City funds in the amount of
\$ _____
are available in account number
26B401A12-586004

I further certify that the Mayor
is authorized to execute contracts
and approve change orders

By _____
Comptroller of Accounts
Date _____

CITY OF NEWTON

By _____
Chief Procurement Officer
Date _____

By _____
Commissioner of Public Works
Date _____

Approved as to Legal Form and Character

By _____
Associate City Solicitor
Date _____

CONTRACT & BONDS ARE APPROVED

By _____
Mayor or his designee
Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE*
(Signature of **Clerk or Secretary**)* *SEAL HERE*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

CERTIFICATION REGARDING LOCAL TAXES

The undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor has paid all local taxes, fees, assessments, betterments, or any other municipal charge, unless the Contractor has a pending abatement application or has entered into a payment agreement with the City of Newton collector-treasurer.

*Signature of Individual
or Corporate Contractor (Mandatory)

** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

** Your social security number will be furnished to the City of Newton Treasurer-Collector to determine whether you have paid all local taxes or fees to the City. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CITY OF NEWTON, MASSACHUSETTS

PERFORMANCE BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of _____ dollars (\$_____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 2012 for the construction of _____ in Newton, Massachusetts.
(Project Title)

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Obligee terminates the employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said SURETY shall, if requested in writing by the Obligee, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ____day of _____ 2012.

PRINCIPAL

SURETY

BY _____
(SEAL)

BY _____
(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

CITY OF NEWTON, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of _____ dollars (\$_____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 2012 for the construction of _____ in Newton, Massachusetts.
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ____ day of _____ 2012.

PRINCIPAL

SURETY

BY _____

BY _____

(SEAL)

(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

**CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
GENERAL TERMS AND CONDITIONS**

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City , as specified on the Work Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on Work order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the SELLOR.
7. The SELLOR shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the SELLOR, within a reasonable time, will at its expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Work Order or Contract are at the risk of the SELLOR or Contractor and may result in an unenforceable claim.
13. The SELLOR shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. "Equality - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City

shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

For the use of material other than the one specified, the Vendor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Vendor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs."

15. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.

16. Right To Know:

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the work order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

17. INSURANCE REQUIREMENTS

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000

The City shall be named as additional insureds on the Contractor's Liability Policies.

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force. The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

**FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF
YOUR CONTRACT.**

**CITY OF NEWTON
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN
DECEMBER 1, 1999
JANUARY 21, 2010 revised**

STATEMENT OF POLICY:

Whereas it is the policy of the government of the United States of America, the Commonwealth of Massachusetts and the City of Newton that no person shall be discriminated against in any manner whatsoever on the grounds of race, religion, color, sex, handicap or national origin; and

Whereas, it is the policy of the government of the United States of America that no person shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity funded entirely or in part by the City, the State or Federal government; and

Whereas, it is the policy of the government of the United States of America to encourage that Minority/Women Business Enterprises shall have the maximum practicable opportunity to participate in Federal and State assisted projects; and all City funded contracts; and

Whereas, it is the policy of the City of Newton to encourage that minority/women business enterprises shall have the maximum practicable opportunity to participate in all City funded contracts; and

Whereas, the City of Newton, as a recipient of Federal and State funds subscribes to the above policies and will fully comply With Federal, State and local laws and directives governing non-discrimination, equal opportunity and affirmative action in all municipal activities; and

Whereas, to further enunciate the equal opportunity policy of the City of Newton's Minority/Women Business Program, the following responsibilities are specified

This MINORITY/ WOMEN Business Enterprise Plan sets forth the administrative standards for the further implementation of the City of Newton's policy of the utilization of minority contractors and subcontractors.

The City of Newton strongly affirms that it will not discriminate in any contractual procedures against any persons because of race, color, religion, age, disability, sex or national origin. This policy shall be administered with a positive supportive attitude.

It is the responsibility of the City of Newton to take affirmative steps to implement this policy to insure equality of opportunity in conducting the Program including notifying those persons and businesses doing business with the City, that contracts for goods, services and construction, shall be made Without reference or regard to race, color, sex, age, handicap, religion or national origin.

Setti D. Warren Mayor

CITY OF NEWTON
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN
JANUARY 21, 2010

I. DEFINITIONS:

A. **Minority Person**- the term includes a person who is of Black Hispanic, Asian, American Indian or Cape Verdean origin.

B. **Minority Business Enterprise (MBE)** -- the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a minority person,
- a partnership or joint venture controlled by minority persons in which at least 51 % of the ownership interest is held by minority persons or,
- a corporation or other entity controlled by minority persons and in which at least 51 % of the stock is owned by one or more minority persons.

C. **Contract Compliance Officer** - the Chief Procurement Officer or his/her designee responsible for the implementation of Newton's Minority/Women Enterprise Plan ("MWBE Plan") and activities.

D. **MCAD** - Massachusetts Commission Against Discrimination.

E. **SOMWBA** -- State Office of Minority/Women Business Assistance,

F. **City** - The City of Newton.

G. **Women Business Enterprise (WBE)** - the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a woman.
- a partnership or joint venture controlled by women in which at least 51% of the ownership interest is held by women, or
- a corporation or other entity controlled by women and in which at least 51% of the stock is owned by one or more women.

H. **MWBE** — Minority or Women Business Enterprise

II. GOALS:

Newton's Minority/Women Enterprise Plan ("MWBE Plan") shall be guided by the goals presented below to promote minority/women opportunities within the City.

These goals comprise the framework for those activities to be implemented as part of the MWBE Plan:

To take affirmative action in expanding opportunities for minority and women owned firms in obtaining contracts within the City of Newton.

To assure that all contractors, regardless of race color, religion, creed, national origin, sex, age, ancestry or handicap, shall have equal opportunity to City contracting activities.

To award, of the total annual City contract dollars expended, 10 percent to MBE and 5 percent to WBE for construction; for goods and services, 5 percent WBE and 5 percent MBE.

III. SOLICITATION ACTIVITIES:

To notify MWBEs of upcoming contracts for construction, professional services and supplies, funded in whole or in part with Federal, State, and City funds, the following activities will be undertaken. In addition on a regular basis, the City of Newton will distribute to its listing of MWBEs and SOMWBA, a summary of upcoming contract opportunities which are subject to the City's MWBE Plan.

A. Construction Contracts

All construction contracts with an estimated value over \$50,000 will be formally advertised within local, regional, minority and special interest publications at least 14 days prior to the bid opening date.

For all such construction contracts a "Notice of Solicitation" of a project going out to bid will be distributed to appropriate SOMWBA or City certified firms at least 14 days prior to the bid opening date.

B. Contracts for Professional Services

The City of Newton will send notification of its advertised Request for Proposals to appropriate SOMWBA or City certified firms Responding MWBE firms will be considered for contract award within the bounds of generally accepted management practice or with the applicable procurement law relating to securing the lowest cost and best services available.

C. Procurement of Supplies

The City of Newton will (where feasible) utilize MWBEs for the procurement of supplies in accordance with City purchasing procedures. These efforts will be documented and reported to MCAD, and the Mayor's office on a quarterly basis.

IV. CONSTRUCTION ACTIVITIES:

A. Goals

The City of Newton bid documents and contracts with an estimated value over \$50,000 will contain the City's goal of 10% for MBE and 5% for WBE utilization for subcontracts,

B. Pre-Bid Conference

To affirmatively further the opportunities available to prospective bidders, the City will hold a pre-bid conference 5-7 days prior to the bid opening date for all City construction contracts and subcontracts with an estimated value over \$50,000.

The pre-bid conference will provide an opportunity for contractors to: review and clarify the technical requirements of the projects, review the City's MWBE Plan; and review Equal Opportunity requirements. The *City* will advertise this conference and extend invitations to interested contractors as part of the notice of solicitation.

C. Bid Submission

All bids for City of Newton contracts with -an estimated value over \$50,000 shall include a certification of intent to be completed by the bidder swing his/her intent to comply with the City's MWBE Plan. Failure to include this certification shall be an informality which may be waived if such certification is received prior to the award of the contract.

D. Contract Execution

Upon notification of award of the contract, the bidder shall provide a written plan detailing how it will comply with the MWBE Plan

E. Monitoring

Throughout the duration of the contract, the *City* of Newton through its Contract Compliance Officer, will monitor the progress and activities of all contractors and subcontractors as they attempt to comply with the MWBE Plan.

F. Enforcement

In the case of clear neglect to make a good faith effort to comply with this MWBE Plan, the City of Newton reserves the right to designate contractor, after a hearing, as ineligible for future City bid awards.

V. CONTRACT COMPLIANCE OFFICER/DUTIES AND RESPONSIBILITIES:

The Contract Compliance Officer, as liaison between minority firms and the City of Newton will have the overall responsibility for the implementation of Newton's MWBE Plan. This responsibility includes the development, management, dissemination of information; the provision of technical assistance to minority firms including clarification of procedures to be implemented; maintenance of relevant documentation; completion of reporting requirements; and performance of monitoring and evaluation activities; and maintenance and updating of listings of minority/women business.

The Contract Compliance Officer has oversight of all City procurements for construction, professional services and supplies and shall coordinate the implementation of the MWBE Plan with other *City* departments.

THE CITY OF NEWTON, MASSACHUSETTS
SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

- I. The requirements hereinafter set forth apply to construction contracts which involve an expenditure by the City of \$50,000 or more.
- II. For purposes of this contract "minority" refers to Asian Americans, Black, Hispanics American Indians and Cape Verdeans. The City refers to the- City of Newton
- III. During the performance of this contract the Contractor and all of (his) Subcontractors (hereinafter collectively referred to as the Contractor) , for himself, his assignees, and successors in interest, agree as follows:

In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and the selection of apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the City setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (MGL Chapter 151 B) . (See Attachment A)

2. In connection with the performance of work under this contract, the Contractor shall undertake in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination -in the past. Such affirmative action shall. entail positive and aggressive measures to ensure equal employment: opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, Layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall. include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex. A purpose of- this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future City public construction projects
-
1. As part of this obligation of remedial action under the foregoing section, the contractor shall maintain on this project a not less than 5 percent ratio of minority employee man hours to total man hours in each job category, including, but not limited to, bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.
 2. In the hiring of minority journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals, from the Contractor's affirmative action program approved by the City, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the Liaison Committee or the City.

1. At the discretion of the City, there may be established for the life of this contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of the Compliance Officer and one representative each from the Departments administering this project, hereinafter called the administering Departments, and such other representatives as may be designated by the City.
2. The Contractor (or, his/her agent, if any, designated by him/her as the onsite equal employment opportunity officer) shall recognize the Liaison Committee as the affirmative action body, and shall establish a continuing working relationship with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.
3. The Contractor shall prepare manning tables on a quarterly basis.* These shall be broken down into projections, by week, for workers required in each trade. Copies shall be furnished one week in advance of the initiation of work and quarterly thereafter to the City and to the Liaison Committee.
4. Records of employment referral orders, prepared by the Contractor, shall be made available to the City and to the Liaison Committee on request.
5. The contractor shall prepare weekly reports in a form approved by the City of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these reports shall be provided at the end of each week to the City and to the Liaison Committee.

* If job is less than three months, prepare for length of job.

- VI. If the Contractor shall use any sub contractor on any work performed under this contract, he/she shall take affirmative action to negotiate with qualified minority subcontractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the State Office of: *Minority Business Assistance* or As designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids.
- VII. In the employment of journeyman, apprentices, trainees, and advanced trainees, the Contractor shall give preference to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged there from or released from active duty therein, and who are qualified to perform the work to which the employment relates, and, secondly to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States
- VIII. A designee of the City and a designee of the Liaison Committee shall each have the right of access to the Construction site,
- IX. **Compliance with Requirements**
The Contractor shall comply with the provisions of Chapter 151 B of the Massachusetts General Laws, which are herein incorporated by reference and made as amended by Executive Order 227, and of Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this contract.
- X. **Non-Discrimination**
The Contractor, in the performance of all work after award, and prior to completion of the contract work, will not discriminate on the grounds of race, color, religious creed,

national origin, age or sex in employment practices, in the selection or retention of sub-contractors, or in the procurement of materials and rentals of equipment.

XI. Solicitations for sub-Contracts and for the Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under his contract relative to non-discrimination and affirmative action.

XII. Bidders Certification Requirement

1. The following certification statement will be inserted in the bid document just above the bidder's signature.

"The bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained in the City of Newton, Massachusetts Supplemental Equal Employment-- Opportunity Anti-Discrimination and Affirmative Action Program. The Contractor receiving the award of the contract shall be required to obtain from each of its subcontractors and submit to the contracting or, administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the City of Newton Massachusetts Supplemental Equal Employment Opportunity Anti -Discrimination and Affirmative Action Program.

XIII. Contractor's Certification

A Contractor's certification form must be signed by all successful low bidders prior to award by the City. A Contractor shall not be eligible for award of a contract unless the contractor has executed and submitted the Contractor's Certification, which shall be deemed a part of the resulting contract. (See Attachment B)

XIV. Subcontractor's Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor a subcontractor's certification setting forth the subcontractor's compliance with this program, which shall be deemed a part of the resulting subcontract. (See Attachment C)

XV. Compliance - Information, Reports and Sanctions

1. The Contractor will provide all information and reports required by the administering department or, the City on instruction issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which

may be determined by the City to affect the employment of personnel. This provision shall apply only to information pertinent to the City's supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering department or the City as appropriate and shall set forth what efforts he/she has made to obtain the information.

2. Whenever the administering department, the City, or the Liaison Committee believes the General Contractor or any Subcontractor may not-, be operating in compliance with the terms of this Section, the City directly, or through its designated agent, shall conduct: an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the City or its agent finds the General Contractor or any Subcontractor not in compliance, it shall make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgment of the City or its agent bring such Contractor into compliance. In the event, that such Contractor fails or refuses to fully perform such steps, the City shall make a final report of non-compliance, and recommend to the administering department the imposition of one or more of the sanctions listed below. If, however, the City believes the General Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance, within fourteen days at the receipt of the recommendations of the City, the administering department shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:
 - (a) The recovery by the administering department from the General Contractor of 1/100 of!! of the contract award price or \$1000 whichever sum is greater, in the nature of liquidated damages or
if a Subcontractor is in non-compliance, the recovery by the administering department from the General Contractor, to be assessed by the General Contractor as a back charge against the Subcontractor, of 1/10 of 1% of the sub-contract price, or \$400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply
 - (b) The suspension of *any* payment of part thereof due under the contract until such time as the General Contractor or any Subcontractor is able to demonstrate his compliance with the terms of the contract;
 - (c) The termination, or cancellation, of the contract, in whole or in part, unless the General Contractor or any Subcontractor is able to demonstrate within a specified time his/her compliance
with the terms of the City's affirmative action construction contract requirements; OR,
 - (d) The denial to the General Contractor or any Subcontractor of the right to participate in any future contracts awarded by the administering department for a
 - (e) Period of up to three years.
3. If at any time after the imposition of one or more of the above sanctions (unless the contract has been terminated), a Contractor is able to demonstrate that he/she is in compliance with this section, he/she may request the City to suspend the sanctions conditionally pending a final determination by the City as to whether the Contractor is in

compliance. Upon final determination of the City, the administering department, based upon the recommendation of the City, shall either lift the sanctions or continue them.

4. Sanctions enumerated under Section XV shall not be imposed by the City except after the General Contractor or Subcontractor has had an opportunity for full and fair hearing with City. The non-compliance investigation shall be initiated without prior notice to the contractor. Any sanctions to be imposed shall be, set forth fully and completely in writing, and may then be appealed to the City in writing by the Contractor.

XIV. Severability

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

FAIR EMPLOYMENT LAW

The Fair Employment Law declares that it is illegal to discriminate on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability

IT IS UNLAWFUL:

- to print or circulate any advertisement or use any application form which directly or indirectly specifies any limitation on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to discharge or refuse to hire any individual on the basis of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, or disability.
- to discriminate against any individual in matters relating to compensation, terms, conditions, or privileges of employment because of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to require a woman to leave her job at some arbitrary stage in her pregnancy or to refuse to let her return to work until a specified time set by the employer.
- to grant a female employee at least eight weeks leave for purposes of childbirth or to treat her absence differently than any other absence due to disability.
- to require an employee to remain at work during any day or part thereof that s/he observes as a religious holiday provided that the employee gives a ten-day notice and the absence does not cause undue hardship to the employer.
- to discharge or refuse to hire any person because of their failure to furnish information concerning admission to a center for the treatment of mentally ill persons.
- to discriminate against a job applicant for failure to furnish information, written or oral, concerning:- A) an arrest, detention or disposition regarding a violation of law in which no conviction resulted; B) a first conviction for any of the following misdemeanors: driving under the influence, simple assault, speeding, minor traffic violations, disturbance of the peace; or C) conviction for a misdemeanor where the date of the conviction or end of period of incarceration, if any, occurred more than five years prior to the employment application, and the applicant has not been convicted of any offense within the five years immediately before the date of application.

RETALIATION

It is illegal to retaliate against any person because s/he has opposed any practices forbidden under this Chapter or because s/he has filed a complaint, testified, or assisted in any proceeding before the Commission. It is also illegal to aid, abet, incite, compel or coerce the doings of any of the acts forbidden under this Chapter or to attempt to do so.

SEXUAL HARASSMENT

151B:1,18 The term "sexual harassment" shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment, or as a basis for employment decisions; (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

COMPLAINTS

All complaints must be filed in writing. Information on the filing of complaints can be obtained by contacting the MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION at the following locations:

Boston office:
One Ashburton Place
Room 601
Boston, MA 02108
(617) 727-3990

Springfield office:
436 Dwight Street
Suite 315
Springfield, MA 01103
(413) 739-2145

CITY OF NEWTON

Contractors Certification

A Contractor will not be eligible for award of a contract, unless such contractor has submitted the following certification, which is deemed a part of the resulting contract.

CONTRACTOR'S CERTIFICATION

Contractor's Name Certifies that:

1. it tends to use the following listed construction trades in the work under the contract _____
_____ and
2. will comply with the minority manpower ration and specific affirmative action steps contained herein;
and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

(Signature of authorized representative of Contractor)

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from time to time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

CITY OF NEWTON

Subcontractors Certification

Prior to the award of any subcontract , regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontractor.

SUBCONTRACTOR'S CERTIFICATION

_____. Certifies that:

Contractor's Name _____

2. it tends to use the following listed construction trades in the work under the contract _____
_____ and
2. will comply with the minority manpower ration and specific affirmative action steps contained herein;
and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

(Signature of authorized representative of Contractor)

In order to ensure that the said subcontractor's certification becomes part of all subcontracts under the prime contract, no subcontract shall be executed until an authorizee representative of the Administrative Agency administering this project has determined in writing, that the said certification has been incorporated in such subcontract, regardless of tier. Any subcontract executed without such written approval shall be void.

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Lime to Lime. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

CITY OF NEWTON

WAGE RATE REQUIREMENTS

1. GENERAL

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently a part of the Contract.

2. WAGE RATES

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter.

END OF SECTION



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 City/Town: NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2011	\$30.95	\$8.56	\$7.27	0.00	\$46.78
	06/01/2012	\$31.25	\$8.56	\$7.27	0.00	\$47.08
	08/01/2012	\$31.25	\$8.91	\$7.27	0.00	\$47.43
	12/01/2012	\$31.55	\$8.91	\$8.00	0.00	\$48.46
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2011	\$31.02	\$8.56	\$7.27	0.00	\$46.85
	06/01/2012	\$31.32	\$8.56	\$7.27	0.00	\$47.15
	08/01/2012	\$31.32	\$8.91	\$7.27	0.00	\$47.50
	12/01/2012	\$31.62	\$8.91	\$8.00	0.00	\$48.53
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2011	\$31.14	\$8.56	\$7.27	0.00	\$46.97
	06/01/2012	\$31.44	\$8.56	\$7.27	0.00	\$47.27
	08/01/2012	\$31.44	\$8.91	\$7.27	0.00	\$47.62
	12/01/2012	\$31.74	\$8.91	\$8.00	0.00	\$48.65
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$80.43	\$9.80	\$17.12	0.00	\$107.35
AIR TRACK OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	0.00	\$52.10
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. ASBESTOS WORKERS LOCAL 6 (BOSTON)	12/01/2011	\$28.40	\$9.90	\$5.95	0.00	\$44.25
ASPHALT RAKER LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
TIMOTHY P. MURRAY
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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 City/Town: NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 1</i>	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 1</i>	12/01/2011	\$32.55	\$7.10	\$12.45	0.00	\$52.10
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2010	\$37.70	\$6.97	\$11.18	0.00	\$55.85

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2010

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$24.51	\$6.97	11.18	\$0.00	\$42.66
2	65	\$24.51	\$6.97	11.18	\$0.00	\$42.66
3	70	\$26.39	\$6.97	11.18	\$0.00	\$44.54
4	75	\$28.28	\$6.97	11.18	\$0.00	\$46.43
5	80	\$30.16	\$6.97	11.18	\$0.00	\$48.31
6	85	\$32.05	\$6.97	11.18	\$0.00	\$50.20
7	90	\$33.93	\$6.97	11.18	\$0.00	\$52.08
8	95	\$35.82	\$6.97	11.18	\$0.00	\$53.97

Notes:

Apprentice to Journeyworker Ratio:1:5

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 City/Town: NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (NEWTON)</i>	03/01/2012	\$46.56	\$10.18	\$17.25	0.00	\$73.99

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Newton

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.28	\$10.18	17.25	\$0.00	\$50.71
2	60	\$27.94	\$10.18	17.25	\$0.00	\$55.37
3	70	\$32.59	\$10.18	17.25	\$0.00	\$60.02
4	80	\$37.25	\$10.18	17.25	\$0.00	\$64.68
5	90	\$41.90	\$10.18	17.25	\$0.00	\$69.33

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2011	\$32.80	\$7.10	\$12.60	0.00	\$52.50
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2011	\$31.65	\$7.10	\$12.60	0.00	\$51.35
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2011	\$31.65	\$7.10	\$12.60	0.00	\$51.35

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 **City/Town:** NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
CARPENTER <i>CARPENTERS - ZONE 2 (Eastern Massachusetts)</i>	03/01/2012	\$33.03	\$9.80	\$15.61	0.00	\$58.44

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.52	\$9.80	1.57	\$0.00	\$27.89
2	60	\$19.82	\$9.80	1.57	\$0.00	\$31.19
3	70	\$23.12	\$9.80	10.90	\$0.00	\$43.82
4	75	\$24.77	\$9.80	10.90	\$0.00	\$45.47
5	80	\$26.42	\$9.80	12.47	\$0.00	\$48.69
6	80	\$26.42	\$9.80	12.47	\$0.00	\$48.69
7	90	\$29.73	\$9.80	14.04	\$0.00	\$53.57
8	90	\$29.73	\$9.80	14.04	\$0.00	\$53.57

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING <i>BRICKLAYERS LOCAL 3 (NEWTON)</i>	02/01/2012	\$45.10	\$9.93	\$16.51	0.00	\$71.54
CHAIN SAW OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60

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Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 City/Town: NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$40.52	\$10.00	\$12.40	0.00	\$62.92
	06/01/2012	\$41.09	\$10.00	\$12.40	0.00	\$63.49
	12/01/2012	\$41.71	\$10.00	\$12.40	0.00	\$64.11
	06/01/2013	\$42.49	\$10.00	\$12.40	0.00	\$64.89
	12/01/2013	\$43.27	\$10.00	\$12.40	0.00	\$65.67
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$27.95	\$10.00	\$12.40	0.00	\$50.35
	06/01/2012	\$28.34	\$10.00	\$12.40	0.00	\$50.74
	12/01/2012	\$28.79	\$10.00	\$12.40	0.00	\$51.19
	06/01/2013	\$29.34	\$10.00	\$12.40	0.00	\$51.74
	12/01/2013	\$29.89	\$10.00	\$12.40	0.00	\$52.29
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2012	\$44.01	\$7.80	\$14.60	0.00	\$66.41
	07/01/2012	\$44.51	\$7.80	\$15.10	0.00	\$67.41
	01/01/2013	\$45.01	\$7.80	\$15.60	0.00	\$68.41

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street
City/Town: NEWTON

Job Location: Rowe Street and Webster Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.01	\$7.80	0.00	\$0.00	\$29.81
2	55	\$24.21	\$7.80	3.25	\$0.00	\$35.26
3	60	\$26.41	\$7.80	3.54	\$0.00	\$37.75
4	65	\$28.61	\$7.80	3.84	\$0.00	\$40.25
5	70	\$30.81	\$7.80	12.83	\$0.00	\$51.44
6	75	\$33.01	\$7.80	13.13	\$0.00	\$53.94
7	80	\$35.21	\$7.80	13.42	\$0.00	\$56.43
8	90	\$39.61	\$7.80	14.01	\$0.00	\$61.42

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.26	\$7.80	0.00	\$0.00	\$30.06
2	55	\$24.48	\$7.80	3.38	\$0.00	\$35.66
3	60	\$26.71	\$7.80	3.69	\$0.00	\$38.20
4	65	\$28.93	\$7.80	4.00	\$0.00	\$40.73
5	70	\$31.16	\$7.80	13.26	\$0.00	\$52.22
6	75	\$33.38	\$7.80	13.56	\$0.00	\$54.74
7	80	\$35.61	\$7.80	13.87	\$0.00	\$57.28
8	90	\$40.06	\$7.80	14.49	\$0.00	\$62.35

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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DEVAL L. PATRICK
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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street
City/Town: NEWTON

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35

Apprentice - LABORER Demo (Group 1)

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.08	\$7.10	12.45	\$0.00	\$38.63
2	70	\$22.26	\$7.10	12.45	\$0.00	\$41.81
3	80	\$25.44	\$7.10	12.45	\$0.00	\$44.99
4	90	\$28.62	\$7.10	12.45	\$0.00	\$48.17

Notes:

Apprentice to Journeyworker Ratio:1:5

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.80	\$7.10	\$12.45	0.00	\$52.35
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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 City/Town: NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - LABORER Demo (Group 3)						
Effective Date - 12/01/2011						
Step percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1 60	\$19.68	\$7.10	12.45	\$0.00	\$39.23	
2 70	\$22.96	\$7.10	12.45	\$0.00	\$42.51	
3 80	\$26.24	\$7.10	12.45	\$0.00	\$45.79	
4 90	\$29.52	\$7.10	12.45	\$0.00	\$49.07	
Notes:						
Apprentice to Journeyworker Ratio:1:5						
DEMO: BURNERS	12/01/2011	\$32.55	\$7.10	\$12.45	0.00	\$52.10
LABORERS - ZONE 1						

Apprentice - LABORER Demo (Group 2)						
Effective Date - 12/01/2011						
Step percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1 60	\$19.53	\$7.10	12.45	\$0.00	\$39.08	
2 70	\$22.79	\$7.10	12.45	\$0.00	\$42.34	
3 80	\$26.04	\$7.10	12.45	\$0.00	\$45.59	
4 90	\$29.30	\$7.10	12.45	\$0.00	\$48.85	
Notes:						
Apprentice to Journeyworker Ratio:1:5						

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 05/09/2012

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Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 City/Town: NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 1	12/01/2011	\$32.80	\$7.10	\$12.45	0.00	\$52.35

Apprentice - LABORER Demo (Group 3)

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.68	\$7.10	12.45	\$0.00	\$39.23
2	70	\$22.96	\$7.10	12.45	\$0.00	\$42.51
3	80	\$26.24	\$7.10	12.45	\$0.00	\$45.79
4	90	\$29.52	\$7.10	12.45	\$0.00	\$49.07

Notes:

Apprentice to Journeyworker Ratio:1:5

DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	0.00	\$52.10
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Issue Date: 05/09/2012

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 City/Town: NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - LABORER Demo (Group 2)						
Effective Date - 12/01/2011						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.53	\$7.10	12.45	\$0.00	\$39.08
2	70	\$22.79	\$7.10	12.45	\$0.00	\$42.34
3	80	\$26.04	\$7.10	12.45	\$0.00	\$45.59
4	90	\$29.30	\$7.10	12.45	\$0.00	\$48.85
Notes:						
Apprentice to Journeyworker Ratio:1:5						

DEMO: WRECKING LABORER	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
LABORERS - ZONE 1						

Apprentice - LABORER Demo (Group 1)						
Effective Date - 12/01/2011						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.08	\$7.10	12.45	\$0.00	\$38.63
2	70	\$22.26	\$7.10	12.45	\$0.00	\$41.81
3	80	\$25.44	\$7.10	12.45	\$0.00	\$44.99
4	90	\$28.62	\$7.10	12.45	\$0.00	\$48.17
Notes:						
Apprentice to Journeyworker Ratio:1:5						

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DEVAL L. PATRICK
Governor
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Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 **City/Town:** NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2011	\$53.62	\$9.80	\$17.12	0.00	\$80.54
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2011	\$38.30	\$9.80	\$17.12	0.00	\$65.22
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2011	\$57.45	\$9.80	\$17.12	0.00	\$84.37
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2011	\$80.43	\$9.80	\$17.12	0.00	\$107.35
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2012	\$42.37	\$13.00	\$13.87	0.00	\$69.24
	09/01/2012	\$43.05	\$13.00	\$13.89	0.00	\$69.94
	03/01/2013	\$43.77	\$13.00	\$13.91	0.00	\$70.68
	09/01/2013	\$44.45	\$13.00	\$13.93	0.00	\$71.38
	03/01/2014	\$45.17	\$13.00	\$13.95	0.00	\$72.12
	09/01/2014	\$45.84	\$13.00	\$13.97	0.00	\$72.81
	03/01/2015	\$46.55	\$13.00	\$14.00	0.00	\$73.55
	09/01/2015	\$47.51	\$13.00	\$14.03	0.00	\$74.54
	03/01/2016	\$48.47	\$13.00	\$14.05	0.00	\$75.52

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
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Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 City/Town: NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELECTRICIAN - Local 103

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.95	\$13.00	7.81	\$0.00	\$37.76
2	40	\$16.95	\$13.00	7.81	\$0.00	\$37.76
3	45	\$19.07	\$13.00	10.26	\$0.00	\$42.33
4	45	\$19.07	\$13.00	10.26	\$0.00	\$42.33
5	50	\$21.19	\$13.00	10.59	\$0.00	\$44.78
6	55	\$23.30	\$13.00	10.92	\$0.00	\$47.22
7	60	\$25.42	\$13.00	11.24	\$0.00	\$49.66
8	65	\$27.54	\$13.00	11.58	\$0.00	\$52.12
9	70	\$29.66	\$13.00	11.90	\$0.00	\$54.56
10	75	\$31.78	\$13.00	12.23	\$0.00	\$57.01

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.22	\$13.00	7.82	\$0.00	\$38.04
2	40	\$17.22	\$13.00	7.82	\$0.00	\$38.04
3	45	\$19.37	\$13.00	10.27	\$0.00	\$42.64
4	45	\$19.37	\$13.00	10.27	\$0.00	\$42.64
5	50	\$21.53	\$13.00	10.60	\$0.00	\$45.13
6	55	\$23.68	\$13.00	10.93	\$0.00	\$47.61
7	60	\$25.83	\$13.00	11.25	\$0.00	\$50.08
8	65	\$27.98	\$13.00	11.59	\$0.00	\$52.57
9	70	\$30.14	\$13.00	11.91	\$0.00	\$55.05
10	75	\$32.29	\$13.00	12.25	\$0.00	\$57.54

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Issue Date: 05/09/2012 Wage Request Number: 20120509-034

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DEVALL L. PATRICK
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Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street
City/Town: NEWTON

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Notes: App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80 Apprentice to Journeyworker Ratio:2:3***						
ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2012	\$52.45	\$8.78	\$6.96	0.00	\$68.19

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.23	\$8.78	0.00	\$0.00	\$35.01
2	55	\$28.85	\$8.78	6.96	\$0.00	\$44.59
3	65	\$34.09	\$8.78	6.96	\$0.00	\$49.83
4	70	\$36.72	\$8.78	6.96	\$0.00	\$52.46
5	80	\$41.96	\$8.78	6.96	\$0.00	\$57.70
Notes: Steps 1-2 are 6 mos.; Steps 3-5 are 1 year Apprentice to Journeyworker Ratio:1:1						

ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2012	\$38.59	\$8.78	\$6.96	0.00	\$54.33
FENCE & GUARD RAIL ERECTOR LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2012	\$37.90	\$10.00	\$12.40	0.00	\$60.30
	11/01/2012	\$38.51	\$10.00	\$12.40	0.00	\$60.91
	05/01/2013	\$39.12	\$10.00	\$12.40	0.00	\$61.52
	11/01/2013	\$39.88	\$10.00	\$12.40	0.00	\$62.28
	05/01/2014	\$40.65	\$10.00	\$12.40	0.00	\$63.05

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
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DEPARTMENT OF LABOR STANDARDS

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JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 **City/Town:** NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2012	\$39.29	\$10.00	\$12.40	0.00	\$61.69
	11/01/2012	\$39.91	\$10.00	\$12.40	0.00	\$62.31
	05/01/2013	\$40.53	\$10.00	\$12.40	0.00	\$62.93
	11/01/2013	\$41.30	\$10.00	\$12.40	0.00	\$63.70
	05/01/2014	\$42.07	\$10.00	\$12.40	0.00	\$64.47
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2012	\$21.07	\$10.00	\$12.40	0.00	\$43.47
	11/01/2012	\$21.43	\$10.00	\$12.40	0.00	\$43.83
	05/01/2013	\$21.79	\$10.00	\$12.40	0.00	\$44.19
	11/01/2013	\$22.25	\$10.00	\$12.40	0.00	\$44.65
	05/01/2014	\$22.70	\$10.00	\$12.40	0.00	\$45.10
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2012	\$42.37	\$13.00	\$13.87	0.00	\$69.24
	09/01/2012	\$43.05	\$13.00	\$13.89	0.00	\$69.94
	03/01/2013	\$43.77	\$13.00	\$13.91	0.00	\$70.68
	09/01/2013	\$44.45	\$13.00	\$13.93	0.00	\$71.38
	03/01/2014	\$45.17	\$13.00	\$13.95	0.00	\$72.12
	09/01/2014	\$45.84	\$13.00	\$13.97	0.00	\$72.81
	03/01/2015	\$46.55	\$13.00	\$14.00	0.00	\$73.55
	09/01/2015	\$47.51	\$13.00	\$14.03	0.00	\$74.54
	03/01/2016	\$48.47	\$13.00	\$14.05	0.00	\$75.52
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS</i> <i>LOCAL 103</i>	03/01/2012	\$31.78	\$13.00	\$12.23	0.00	\$57.01
	09/01/2012	\$32.29	\$13.00	\$12.25	0.00	\$57.54
	03/01/2013	\$32.83	\$13.00	\$12.26	0.00	\$58.09
	09/01/2013	\$33.34	\$13.00	\$12.28	0.00	\$58.62
	03/01/2014	\$33.88	\$13.00	\$12.30	0.00	\$59.18
	09/01/2014	\$34.38	\$13.00	\$12.31	0.00	\$59.69
	03/01/2015	\$34.91	\$13.00	\$12.33	0.00	\$60.24
	09/01/2015	\$35.63	\$13.00	\$12.35	0.00	\$60.98
	03/01/2016	\$36.35	\$13.00	\$12.37	0.00	\$61.72

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Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
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JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street
City/Town: NEWTON

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$33.23	\$10.00	\$12.40	0.00	\$55.63
	06/01/2012	\$33.70	\$10.00	\$12.40	0.00	\$56.10
	12/01/2012	\$34.23	\$10.00	\$12.40	0.00	\$56.63
	06/01/2013	\$34.88	\$10.00	\$12.40	0.00	\$57.28
	12/01/2013	\$35.54	\$10.00	\$12.40	0.00	\$57.94
FLAGGER & SIGNALER <i>LABORERS - ZONE 1</i>	12/01/2011	\$20.50	\$7.10	\$12.45	0.00	\$40.05
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	03/01/2012	\$37.20	\$9.80	\$16.61	0.00	\$63.61

Apprentice - FLOORCOVERER - Local 2168 Zone 1

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.60	\$9.80	1.79	\$0.00	\$30.19
2	55	\$20.46	\$9.80	1.79	\$0.00	\$32.05
3	60	\$22.32	\$9.80	11.24	\$0.00	\$43.36
4	65	\$24.18	\$9.80	11.24	\$0.00	\$45.22
5	70	\$26.04	\$9.80	13.03	\$0.00	\$48.87
6	75	\$27.90	\$9.80	13.03	\$0.00	\$50.73
7	80	\$29.76	\$9.80	14.82	\$0.00	\$54.38
8	85	\$31.62	\$9.80	14.82	\$0.00	\$56.24

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 City/Town: NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$27.95	\$10.00	\$12.40	0.00	\$50.35
	06/01/2012	\$28.34	\$10.00	\$12.40	0.00	\$50.74
	12/01/2012	\$28.79	\$10.00	\$12.40	0.00	\$51.19
	06/01/2013	\$29.34	\$10.00	\$12.40	0.00	\$51.74
	12/01/2013	\$29.89	\$10.00	\$12.40	0.00	\$52.29
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 2)</i>	01/01/2012	\$33.51	\$7.80	\$14.60	0.00	\$55.91
	07/01/2012	\$34.51	\$7.80	\$14.60	0.00	\$56.91
	01/01/2013	\$35.51	\$7.80	\$14.60	0.00	\$57.91

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JOANNE F. GOLDSTEIN
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HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street
City/Town: NEWTON

Job Location: Rowe Street and Webster Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.76	\$7.80	0.00	\$0.00	\$24.56
2	55	\$18.43	\$7.80	3.25	\$0.00	\$29.48
3	60	\$20.11	\$7.80	3.54	\$0.00	\$31.45
4	65	\$21.78	\$7.80	3.84	\$0.00	\$33.42
5	70	\$23.46	\$7.80	12.83	\$0.00	\$44.09
6	75	\$25.13	\$7.80	13.13	\$0.00	\$46.06
7	80	\$26.81	\$7.80	13.42	\$0.00	\$48.03
8	90	\$30.16	\$7.80	14.01	\$0.00	\$51.97

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.26	\$7.80	0.00	\$0.00	\$25.06
2	55	\$18.98	\$7.80	3.25	\$0.00	\$30.03
3	60	\$20.71	\$7.80	3.54	\$0.00	\$32.05
4	65	\$22.43	\$7.80	3.84	\$0.00	\$34.07
5	70	\$24.16	\$7.80	12.83	\$0.00	\$44.79
6	75	\$25.88	\$7.80	13.13	\$0.00	\$46.81
7	80	\$27.61	\$7.80	13.42	\$0.00	\$48.83
8	90	\$31.06	\$7.80	14.01	\$0.00	\$52.87

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street
City/Town: NEWTON

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HOISTING ENGINEER/CRANES/GRADALLS	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
OPERATING ENGINEERS LOCAL 4	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67

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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street
City/Town: NEWTON

Job Location: Rowe Street and Webster Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - HOIST/PORT. ENG. - Local 4

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.74	\$10.00	0.00	\$0.00	\$31.74
2	60	\$23.71	\$10.00	12.40	\$0.00	\$46.11
3	65	\$25.69	\$10.00	12.40	\$0.00	\$48.09
4	70	\$27.66	\$10.00	12.40	\$0.00	\$50.06
5	75	\$29.64	\$10.00	12.40	\$0.00	\$52.04
6	80	\$31.62	\$10.00	12.40	\$0.00	\$54.02
7	85	\$33.59	\$10.00	12.40	\$0.00	\$55.99
8	90	\$35.57	\$10.00	12.40	\$0.00	\$57.97

Effective Date - 06/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.05	\$10.00	0.00	\$0.00	\$32.05
2	60	\$24.05	\$10.00	12.40	\$0.00	\$46.45
3	65	\$26.06	\$10.00	12.40	\$0.00	\$48.46
4	70	\$28.06	\$10.00	12.40	\$0.00	\$50.46
5	75	\$30.07	\$10.00	12.40	\$0.00	\$52.47
6	80	\$32.07	\$10.00	12.40	\$0.00	\$54.47
7	85	\$34.08	\$10.00	12.40	\$0.00	\$56.48
8	90	\$36.08	\$10.00	12.40	\$0.00	\$58.48

Notes:

Apprentice to Journeyworker Ratio:1:6

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Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street
City/Town: NEWTON

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2012	\$40.79	\$9.82	\$17.34	2.04	\$69.99
	08/01/2012	\$42.04	\$9.82	\$17.34	2.08	\$71.28
	02/01/2013	\$43.29	\$9.82	\$17.34	2.11	\$72.56
HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 103</i>	03/01/2012	\$42.37	\$13.00	\$13.87	0.00	\$69.24
	09/01/2012	\$43.05	\$13.00	\$13.89	0.00	\$69.94
	03/01/2013	\$43.77	\$13.00	\$13.91	0.00	\$70.68
	09/01/2013	\$44.45	\$13.00	\$13.93	0.00	\$71.38
	03/01/2014	\$45.17	\$13.00	\$13.95	0.00	\$72.12
	09/01/2014	\$45.84	\$13.00	\$13.97	0.00	\$72.81
	03/01/2015	\$46.55	\$13.00	\$14.00	0.00	\$73.55
	09/01/2015	\$47.51	\$13.00	\$14.03	0.00	\$74.54
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	03/01/2016	\$48.47	\$13.00	\$14.05	0.00	\$75.52
	02/01/2012	\$40.79	\$9.82	\$17.34	2.04	\$69.99
	08/01/2012	\$42.04	\$9.82	\$17.34	2.08	\$71.28
HVAC (TESTING AND BALANCING - WATER) <i>PIPEFITTERS LOCAL 537</i>	02/01/2013	\$43.29	\$9.82	\$17.34	2.11	\$72.56
	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537</i>	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48
	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
HYDRAULIC DRILLS <i>LABORERS - ZONE 1</i>	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48
	12/01/2011	\$32.55	\$7.10	\$12.45	0.00	\$52.10
INSULATOR (PIPES & TANKS) <i>ASBESTOS WORKERS LOCAL 6 (BOSTON)</i>	09/01/2011	\$40.66	\$10.40	\$11.20	0.00	\$62.26
	09/01/2012	\$42.06	\$10.40	\$11.20	0.00	\$63.66
	09/01/2013	\$43.66	\$10.40	\$11.20	0.00	\$65.26
	09/01/2014	\$45.66	\$10.40	\$11.20	0.00	\$67.26

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Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-84

City/Town: NEWTON

Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston

Effective Date - 09/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.33	\$10.40	8.30	\$0.00	\$39.03
2	60	\$24.40	\$10.40	8.88	\$0.00	\$43.68
3	70	\$28.46	\$10.40	9.46	\$0.00	\$48.32
4	80	\$32.53	\$10.40	10.04	\$0.00	\$52.97

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.03	\$10.40	8.30	\$0.00	\$39.73
2	60	\$25.24	\$10.40	8.88	\$0.00	\$44.52
3	70	\$29.44	\$10.40	9.46	\$0.00	\$49.30
4	80	\$33.65	\$10.40	10.04	\$0.00	\$54.09

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER	04/02/2012	\$37.99	\$7.70	\$18.35	0.00	\$64.04
IRONWORKERS LOCAL 7	09/16/2012	\$38.99	\$7.70	\$18.35	0.00	\$65.04
	03/16/2013	\$40.24	\$7.70	\$18.35	0.00	\$66.29

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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street
City/Town: NEWTON

Job Location: Rowe Street and Webster Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 04/02/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.79	\$7.70	18.35	\$0.00	\$48.84
2	70	\$26.59	\$7.70	18.35	\$0.00	\$52.64
3	75	\$28.49	\$7.70	18.35	\$0.00	\$54.54
4	80	\$30.39	\$7.70	18.35	\$0.00	\$56.44
5	85	\$32.29	\$7.70	18.35	\$0.00	\$58.34
6	90	\$34.19	\$7.70	18.35	\$0.00	\$60.24

Effective Date - 09/16/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.39	\$7.70	18.35	\$0.00	\$49.44
2	70	\$27.29	\$7.70	18.35	\$0.00	\$53.34
3	75	\$29.24	\$7.70	18.35	\$0.00	\$55.29
4	80	\$31.19	\$7.70	18.35	\$0.00	\$57.24
5	85	\$33.14	\$7.70	18.35	\$0.00	\$59.19
6	90	\$35.09	\$7.70	18.35	\$0.00	\$61.14

Notes:

** Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
LABORER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35

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Governor
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Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street
City/Town: NEWTON

Job Location: Rowe Street and Webster Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 1

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.08	\$7.10	12.45	\$0.00	\$38.63
2	70	\$22.26	\$7.10	12.45	\$0.00	\$41.81
3	80	\$25.44	\$7.10	12.45	\$0.00	\$44.99
4	90	\$28.62	\$7.10	12.45	\$0.00	\$48.17

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
LABORER: MASON TENDER LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
LABORER: MULTI-TRADE TENDER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
LABORER: TREE REMOVER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.						
LASER BEAM OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60

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DEVAL L. PATRICK
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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 City/Town: NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE & TILE FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	03/01/2012	\$35.52	\$10.18	\$16.04	0.00	\$61.74

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.76	\$10.18	16.04	\$0.00	\$43.98
2	60	\$21.31	\$10.18	16.04	\$0.00	\$47.53
3	70	\$24.86	\$10.18	16.04	\$0.00	\$51.08
4	80	\$28.42	\$10.18	16.04	\$0.00	\$54.64
5	90	\$31.97	\$10.18	16.04	\$0.00	\$58.19

Notes:

Steps are 800 hrs.

Apprentice to Journeyworker Ratio: 1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH BRICKLAYERS LOCAL 3 - MARBLE & TILE	03/01/2012	\$46.60	\$10.18	\$17.25	0.00	\$74.03
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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 City/Town: NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.30	\$10.18	17.25	\$0.00	\$50.73
2	60	\$27.96	\$10.18	17.25	\$0.00	\$55.39
3	70	\$32.62	\$10.18	17.25	\$0.00	\$60.05
4	80	\$37.28	\$10.18	17.25	\$0.00	\$64.71
5	90	\$41.94	\$10.18	17.25	\$0.00	\$69.37

Notes:

Apprentice to Journeyworker Ratio:1:3

MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
OPERATING ENGINEERS LOCAL 4	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
MECHANICS MAINTENANCE	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
OPERATING ENGINEERS LOCAL 4	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
MILLWRIGHT (Zone 1)	04/01/2011	\$33.57	\$8.67	\$15.61	0.00	\$57.85
MILLWRIGHTS LOCAL 1121 - Zone 1						

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 City/Town: NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - MILLWRIGHT - Local 1121 Zone 1

Effective Date - 04/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.79	\$8.67	11.64	\$0.00	\$37.10
2	55	\$18.46	\$8.67	11.64	\$0.00	\$38.77
3	60	\$20.14	\$8.67	13.23	\$0.00	\$42.04
4	65	\$21.82	\$8.67	13.23	\$0.00	\$43.72
5	70	\$23.50	\$8.67	14.02	\$0.00	\$46.19
6	75	\$25.18	\$8.67	14.02	\$0.00	\$47.87
7	80	\$26.86	\$8.67	14.82	\$0.00	\$50.35
8	85	\$28.53	\$8.67	14.82	\$0.00	\$52.02

Notes:

Apprentice to Journeyworker Ratio: 1:5

MORTAR MIXER LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
OILER (OTHER THAN TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2011	\$21.28	\$10.00	\$12.40	0.00	\$43.68
	06/01/2012	\$21.56	\$10.00	\$12.40	0.00	\$43.96
	12/01/2012	\$21.90	\$10.00	\$12.40	0.00	\$44.30
	06/01/2013	\$22.32	\$10.00	\$12.40	0.00	\$44.72
	12/01/2013	\$22.74	\$10.00	\$12.40	0.00	\$45.14

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 City/Town: NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$24.51	\$10.00	\$12.40	0.00	\$46.91
	06/01/2012	\$24.85	\$10.00	\$12.40	0.00	\$47.25
	12/01/2012	\$25.24	\$10.00	\$12.40	0.00	\$47.64
	06/01/2013	\$25.72	\$10.00	\$12.40	0.00	\$48.12
	12/01/2013	\$26.21	\$10.00	\$12.40	0.00	\$48.61
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2012	\$44.01	\$7.80	\$14.60	0.00	\$66.41
	07/01/2012	\$44.51	\$7.80	\$15.10	0.00	\$67.41
	01/01/2013	\$45.01	\$7.80	\$15.60	0.00	\$68.41

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street
City/Town: NEWTON

Job Location: Rowe Street and Webster Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.01	\$7.80	0.00	\$0.00	\$29.81
2	55	\$24.21	\$7.80	3.25	\$0.00	\$35.26
3	60	\$26.41	\$7.80	3.54	\$0.00	\$37.75
4	65	\$28.61	\$7.80	3.84	\$0.00	\$40.25
5	70	\$30.81	\$7.80	12.83	\$0.00	\$51.44
6	75	\$33.01	\$7.80	13.13	\$0.00	\$53.94
7	80	\$35.21	\$7.80	13.42	\$0.00	\$56.43
8	90	\$39.61	\$7.80	14.01	\$0.00	\$61.42

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.26	\$7.80	0.00	\$0.00	\$30.06
2	55	\$24.48	\$7.80	3.38	\$0.00	\$35.66
3	60	\$26.71	\$7.80	3.69	\$0.00	\$38.20
4	65	\$28.93	\$7.80	4.00	\$0.00	\$40.73
5	70	\$31.16	\$7.80	13.26	\$0.00	\$52.22
6	75	\$33.38	\$7.80	13.56	\$0.00	\$54.74
7	80	\$35.61	\$7.80	13.87	\$0.00	\$57.28
8	90	\$40.06	\$7.80	14.49	\$0.00	\$62.35

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 **City/Town:** NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2012	\$34.91	\$7.80	\$14.60	0.00	\$57.31
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2012	\$35.41	\$7.80	\$15.10	0.00	\$58.31
	01/01/2013	\$35.91	\$7.80	\$15.60	0.00	\$59.31

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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street
City/Town: NEWTON

Job Location: Rowe Street and Webster Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.46	\$7.80	0.00	\$0.00	\$25.26
2	55	\$19.20	\$7.80	3.25	\$0.00	\$30.25
3	60	\$20.95	\$7.80	3.54	\$0.00	\$32.29
4	65	\$22.69	\$7.80	3.84	\$0.00	\$34.33
5	70	\$24.44	\$7.80	12.83	\$0.00	\$45.07
6	75	\$26.18	\$7.80	13.13	\$0.00	\$47.11
7	80	\$27.93	\$7.80	13.42	\$0.00	\$49.15
8	90	\$31.42	\$7.80	14.01	\$0.00	\$53.23

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.71	\$7.80	0.00	\$0.00	\$25.51
2	55	\$19.48	\$7.80	3.38	\$0.00	\$30.66
3	60	\$21.25	\$7.80	3.69	\$0.00	\$32.74
4	65	\$23.02	\$7.80	4.00	\$0.00	\$34.82
5	70	\$24.79	\$7.80	13.26	\$0.00	\$45.85
6	75	\$26.56	\$7.80	13.56	\$0.00	\$47.92
7	80	\$28.33	\$7.80	13.87	\$0.00	\$50.00
8	90	\$31.87	\$7.80	14.49	\$0.00	\$54.16

Notes:

Apprentice to Journeyworker Ratio:1:1

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 **City/Town:** NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2012	\$32.97	\$7.80	\$14.60	0.00	\$55.37
PAINTERS LOCAL 35 - ZONE 2	07/01/2012	\$33.47	\$7.80	\$15.10	0.00	\$56.37
	01/01/2013	\$33.97	\$7.80	\$15.60	0.00	\$57.37

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street
City/Town: NEWTON

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.49	\$7.80	0.00	\$0.00	\$24.29
2	55	\$18.13	\$7.80	3.25	\$0.00	\$29.18
3	60	\$19.78	\$7.80	3.54	\$0.00	\$31.12
4	65	\$21.43	\$7.80	3.84	\$0.00	\$33.07
5	70	\$23.08	\$7.80	12.83	\$0.00	\$43.71
6	75	\$24.73	\$7.80	13.13	\$0.00	\$45.66
7	80	\$26.38	\$7.80	13.42	\$0.00	\$47.60
8	90	\$29.67	\$7.80	14.01	\$0.00	\$51.48

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.74	\$7.80	0.00	\$0.00	\$24.54
2	55	\$18.41	\$7.80	3.38	\$0.00	\$29.59
3	60	\$20.08	\$7.80	3.69	\$0.00	\$31.57
4	65	\$21.76	\$7.80	4.00	\$0.00	\$33.56
5	70	\$23.43	\$7.80	13.26	\$0.00	\$44.49
6	75	\$25.10	\$7.80	13.56	\$0.00	\$46.46
7	80	\$26.78	\$7.80	13.87	\$0.00	\$48.45
8	90	\$30.12	\$7.80	14.49	\$0.00	\$52.41

Notes:

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 City/Town: NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (TRAFFIC MARKINGS) LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
PAINTER / TAPER (BRUSH, NEW) *	01/01/2012	\$33.51	\$7.80	\$14.60	0.00	\$55.91
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	07/01/2012	\$34.01	\$7.80	\$15.10	0.00	\$56.91
	01/01/2013	\$34.51	\$7.80	\$15.60	0.00	\$57.91

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Prevailing Wage Rates

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Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER F. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street
City/Town: NEWTON

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.76	\$7.80	0.00	\$0.00	\$24.56
2	55	\$18.43	\$7.80	3.25	\$0.00	\$29.48
3	60	\$20.11	\$7.80	3.54	\$0.00	\$31.45
4	65	\$21.78	\$7.80	3.84	\$0.00	\$33.42
5	70	\$23.46	\$7.80	12.83	\$0.00	\$44.09
6	75	\$25.13	\$7.80	13.13	\$0.00	\$46.06
7	80	\$26.81	\$7.80	13.42	\$0.00	\$48.03
8	90	\$30.16	\$7.80	14.01	\$0.00	\$51.97

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.01	\$7.80	0.00	\$0.00	\$24.81
2	55	\$18.71	\$7.80	3.38	\$0.00	\$29.89
3	60	\$20.41	\$7.80	3.69	\$0.00	\$31.90
4	65	\$22.11	\$7.80	4.00	\$0.00	\$33.91
5	70	\$23.81	\$7.80	13.26	\$0.00	\$44.87
6	75	\$25.51	\$7.80	13.56	\$0.00	\$46.87
7	80	\$27.21	\$7.80	13.87	\$0.00	\$48.88
8	90	\$30.61	\$7.80	14.49	\$0.00	\$52.90

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
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Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 City/Town: NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER / TAPER (BRUSH, REPAINT)	01/01/2012	\$31.57	\$7.80	\$14.60	0.00	\$53.97
PAINTERS LOCAL 35 - ZONE 2	07/01/2012	\$32.07	\$7.80	\$15.10	0.00	\$54.97
	01/01/2013	\$32.57	\$7.80	\$15.60	0.00	\$55.97

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 City/Town: NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$15.79	\$7.80	0.00	\$0.00	\$23.59
2	55	\$17.36	\$7.80	3.25	\$0.00	\$28.41
3	60	\$18.94	\$7.80	3.54	\$0.00	\$30.28
4	65	\$20.52	\$7.80	3.84	\$0.00	\$32.16
5	70	\$22.10	\$7.80	12.83	\$0.00	\$42.73
6	75	\$23.68	\$7.80	13.13	\$0.00	\$44.61
7	80	\$25.26	\$7.80	13.42	\$0.00	\$46.48
8	90	\$28.41	\$7.80	14.01	\$0.00	\$50.22

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.04	\$7.80	0.00	\$0.00	\$23.84
2	55	\$17.64	\$7.80	3.38	\$0.00	\$28.82
3	60	\$19.24	\$7.80	3.69	\$0.00	\$30.73
4	65	\$20.85	\$7.80	4.00	\$0.00	\$32.65
5	70	\$22.45	\$7.80	13.26	\$0.00	\$43.51
6	75	\$24.05	\$7.80	13.56	\$0.00	\$45.41
7	80	\$25.66	\$7.80	13.87	\$0.00	\$47.33
8	90	\$28.86	\$7.80	14.49	\$0.00	\$51.15

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 05/09/2012

Wage Request Number: 20120509-034

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 City/Town: NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2011	\$30.78	\$8.56	\$7.27	0.00	\$46.61
	06/01/2012	\$31.08	\$8.56	\$7.27	0.00	\$46.91
	08/01/2012	\$31.08	\$8.91	\$7.27	0.00	\$47.26
	12/01/2012	\$31.38	\$8.91	\$8.00	0.00	\$48.29
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$38.30	\$9.80	\$17.12	0.00	\$65.22
PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$38.30	\$9.80	\$17.12	0.00	\$65.22

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.98	\$8.08	17.12	\$0.00	\$48.18
2	65	\$24.90	\$8.08	17.12	\$0.00	\$50.10
3	70	\$26.81	\$8.08	17.12	\$0.00	\$52.01
4	75	\$28.73	\$8.08	17.12	\$0.00	\$53.93
5	80	\$30.64	\$8.08	17.12	\$0.00	\$55.84
6	85	\$32.56	\$8.08	17.12	\$0.00	\$57.76
7	90	\$34.47	\$8.08	17.12	\$0.00	\$59.67
8	95	\$36.39	\$8.08	17.12	\$0.00	\$61.59

Notes:

Apprentice to Journeyworker Ratio:1:3

PIPEFITTER & STEAMFITTER PIPEFITTERS LOCAL 537	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 05/09/2012

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street
City/Town: NEWTON

Job Location: Rowe Street and Webster Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PIPEFITTER - Local 537

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.74	\$8.75	6.50	\$0.00	\$33.99
2	45	\$21.08	\$8.75	14.39	\$0.00	\$44.22
3	60	\$28.10	\$8.75	14.39	\$0.00	\$51.24
4	70	\$32.79	\$8.75	14.39	\$0.00	\$55.93
5	80	\$37.47	\$8.75	14.39	\$0.00	\$60.61

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.24	\$8.75	6.50	\$0.00	\$34.49
2	45	\$21.64	\$8.75	14.39	\$0.00	\$44.78
3	60	\$28.85	\$8.75	14.39	\$0.00	\$51.99
4	70	\$33.66	\$8.75	14.39	\$0.00	\$56.80
5	80	\$38.47	\$8.75	14.39	\$0.00	\$61.61

Notes:

** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.
Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

Apprentice to Journeyworker Ratio:**

PIPELAYER LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
PLUMBERS & GASFITTERS PLUMBERS & GASFITTERS LOCAL 12	03/01/2012	\$46.81	\$9.32	\$13.29	0.00	\$69.42
	09/01/2012	\$48.06	\$9.32	\$13.29	0.00	\$70.67
	03/01/2013	\$49.31	\$9.32	\$13.29	0.00	\$71.92

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Issue Date: 05/09/2012

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 City/Town: NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PLUMBER - Local 12

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$16.38	\$9.32	4.97	\$0.00	\$30.67
2	40	\$18.72	\$9.32	5.61	\$0.00	\$33.65
3	55	\$25.75	\$9.32	7.53	\$0.00	\$42.60
4	65	\$30.43	\$9.32	8.81	\$0.00	\$48.56
5	75	\$35.11	\$9.32	10.09	\$0.00	\$54.52

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$16.82	\$9.32	4.97	\$0.00	\$31.11
2	40	\$19.22	\$9.32	5.61	\$0.00	\$34.15
3	55	\$26.43	\$9.32	7.53	\$0.00	\$43.28
4	65	\$31.24	\$9.32	8.81	\$0.00	\$49.37
5	75	\$36.05	\$9.32	10.09	\$0.00	\$55.46

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$51.54 Step5 with lic\$57.49

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.)	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
PIPEFITTERS LOCAL 537	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48
PNEUMATIC DRILL/TOOL OPERATOR	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
LABORERS - ZONE 1						
POWDERMAN & BLASTER	12/01/2011	\$32.80	\$7.10	\$12.45	0.00	\$52.35
LABORERS - ZONE 1						

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Issue Date: 05/09/2012

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 **City/Town:** NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$27.95	\$10.00	\$12.40	0.00	\$50.35
	06/01/2012	\$28.34	\$10.00	\$12.40	0.00	\$50.74
	12/01/2012	\$28.79	\$10.00	\$12.40	0.00	\$51.19
	06/01/2013	\$29.34	\$10.00	\$12.40	0.00	\$51.74
	12/01/2013	\$29.89	\$10.00	\$12.40	0.00	\$52.29
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 25b</i>	05/01/2011	\$28.03	\$7.75	\$5.91	0.00	\$41.69
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	04/01/2011	\$24.24	\$8.67	\$15.51	0.00	\$48.42
RESIDENTIAL WOOD FRAME CARPENTER **	05/01/2011	\$24.24	\$6.34	\$6.23	0.00	\$36.81

** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. *CARPENTERS -ZONE 2 (Residential Wood)*

As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.

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Issue Date: 05/09/2012

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street
City/Town: NEWTON

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - CARPENTER (Residential Wood Frame) - Zone 2

Effective Date - 05/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.54	\$6.34	0.00	\$0.00	\$20.88
2	60	\$14.54	\$6.34	6.23	\$0.00	\$27.11
3	65	\$15.76	\$6.34	6.23	\$0.00	\$28.33
4	70	\$16.97	\$6.34	6.23	\$0.00	\$29.54
5	75	\$18.18	\$6.34	6.23	\$0.00	\$30.75
6	80	\$19.39	\$6.34	6.23	\$0.00	\$31.96
7	85	\$20.60	\$6.34	6.23	\$0.00	\$33.17
8	90	\$21.82	\$6.34	6.23	\$0.00	\$34.39

Notes:

Apprentice to Journeyworker Ratio:1:5

RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
ROOFER (Inc. Roofer Waterproofing & Roofer Damproofg) ROOFERS LOCAL 33	02/01/2012	\$35.56	\$10.50	\$10.70	0.00	\$56.76
	08/01/2012	\$36.56	\$10.50	\$10.70	0.00	\$57.76
	02/01/2013	\$37.56	\$10.50	\$10.70	0.00	\$58.76

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DEVAL L. PATRICK
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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street
City/Town: NEWTON

Job Location: Rowe Street and Webster Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.78	\$10.50	3.38	\$0.00	\$31.66
2	60	\$21.34	\$10.50	10.70	\$0.00	\$42.54
3	65	\$23.11	\$10.50	10.70	\$0.00	\$44.31
4	75	\$26.67	\$10.50	10.70	\$0.00	\$47.87
5	85	\$30.23	\$10.50	10.70	\$0.00	\$51.43

Effective Date - 08/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.28	\$10.50	3.38	\$0.00	\$32.16
2	60	\$21.94	\$10.50	10.70	\$0.00	\$43.14
3	65	\$23.76	\$10.50	10.70	\$0.00	\$44.96
4	75	\$27.42	\$10.50	10.70	\$0.00	\$48.62
5	85	\$31.08	\$10.50	10.70	\$0.00	\$52.28

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE	02/01/2012	\$35.81	\$10.50	\$10.70	0.00	\$57.01
ROOFERS LOCAL 33	08/01/2012	\$36.81	\$10.50	\$10.70	0.00	\$58.01
	02/01/2013	\$37.81	\$10.50	\$10.70	0.00	\$59.01

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Issue Date: 05/09/2012

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DEVAL L. PATRICK
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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street
City/Town: NEWTON

Job Location: Rowe Street and Webster Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ROOFER (Slate/Tile/Precast Concrete) - Local 33

Effective Date - 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.91	\$10.50	3.38	\$0.00	\$31.79
2	60	\$21.49	\$10.50	10.70	\$0.00	\$42.69
3	65	\$23.28	\$10.50	10.70	\$0.00	\$44.48
4	75	\$26.86	\$10.50	10.70	\$0.00	\$48.06
5	85	\$30.44	\$10.50	10.70	\$0.00	\$51.64

Effective Date - 08/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.41	\$10.50	3.38	\$0.00	\$32.29
2	60	\$22.09	\$10.50	10.70	\$0.00	\$43.29
3	65	\$23.93	\$10.50	10.70	\$0.00	\$45.13
4	75	\$27.61	\$10.50	10.70	\$0.00	\$48.81
5	85	\$31.29	\$10.50	10.70	\$0.00	\$52.49

Notes:

Apprentice to Journeyworker Ratio:**

SHEETMETAL WORKER	02/01/2012	\$40.79	\$9.82	\$17.34	2.04	\$69.99
SHEETMETAL WORKERS LOCAL 17 - A	08/01/2012	\$42.04	\$9.82	\$17.34	2.08	\$71.28
	02/01/2013	\$43.29	\$9.82	\$17.34	2.11	\$72.56

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 City/Town: NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.32	\$9.82	3.74	\$0.00	\$29.88
2	45	\$18.36	\$9.82	7.45	\$1.07	\$36.70
3	50	\$20.40	\$9.82	8.42	\$1.16	\$39.80
4	60	\$24.47	\$9.82	9.60	\$1.32	\$45.21
5	65	\$26.51	\$9.82	10.32	\$1.40	\$48.05
6	75	\$30.59	\$9.82	11.76	\$1.57	\$53.74
7	85	\$34.67	\$9.82	12.69	\$1.72	\$58.90

Effective Date - 08/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.82	\$9.82	3.74	\$0.00	\$30.38
2	45	\$18.92	\$9.82	7.45	\$1.09	\$37.28
3	50	\$21.02	\$9.82	8.42	\$1.18	\$40.44
4	60	\$25.22	\$9.82	9.60	\$1.34	\$45.98
5	65	\$27.33	\$9.82	10.32	\$1.42	\$48.89
6	75	\$31.53	\$9.82	11.76	\$1.59	\$54.70
7	85	\$35.73	\$9.82	12.69	\$1.75	\$59.99

Notes:

Steps 1-3 are 1 year; Steps 4-7 are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SIGN ERECTOR 06/01/2009 \$24.81 \$7.07 \$5.90 0.00 \$37.78
PAINTERS LOCAL 35 - ZONE 2

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street
City/Town: NEWTON

Job Location: Rowe Street and Webster Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SIGN ERECTOR - Local 35 Zone 2

Effective Date - 06/01/2009

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.41	\$7.07	0.00	\$0.00	\$19.48
2	55	\$13.65	\$7.07	2.40	\$0.00	\$23.12
3	60	\$14.89	\$7.07	2.40	\$0.00	\$24.36
4	65	\$16.13	\$7.07	2.40	\$0.00	\$25.60
5	70	\$17.37	\$7.07	5.90	\$0.00	\$30.34
6	75	\$18.61	\$7.07	5.90	\$0.00	\$31.58
7	80	\$19.85	\$7.07	5.90	\$0.00	\$32.82
8	85	\$21.09	\$7.07	5.90	\$0.00	\$34.06
9	90	\$22.33	\$7.07	5.90	\$0.00	\$35.30

Notes:

Steps are 4 mos.

Apprentice to Journeyworker Ratio: 1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS	12/01/2011	\$31.24	\$8.56	\$7.27	0.00	\$47.07
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	06/01/2012	\$31.54	\$8.56	\$7.27	0.00	\$47.37
	08/01/2012	\$31.54	\$8.91	\$7.27	0.00	\$47.72
	12/01/2012	\$31.84	\$8.91	\$8.00	0.00	\$48.75
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	12/01/2011	\$31.53	\$8.56	\$7.27	0.00	\$47.36
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	06/01/2012	\$31.83	\$8.56	\$7.27	0.00	\$47.66
	08/01/2012	\$31.83	\$8.91	\$7.27	0.00	\$48.01
	12/01/2012	\$32.13	\$8.91	\$8.00	0.00	\$49.04

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-84

City/Town: NEWTON

Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPRINKLER FITTER	03/01/2012	\$51.58	\$8.42	\$11.60	0.00	\$71.60
SPRINKLER FITTERS LOCAL 550	09/01/2012	\$52.58	\$8.42	\$11.60	0.00	\$72.60
	03/01/2013	\$53.58	\$8.42	\$11.60	0.00	\$73.60

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 City/Town: NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SPRINKLER FITTER - Local 550

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.05	\$8.42	7.85	\$0.00	\$34.32
2	40	\$20.63	\$8.42	7.85	\$0.00	\$36.90
3	45	\$23.21	\$8.42	7.85	\$0.00	\$39.48
4	50	\$25.79	\$8.42	7.85	\$0.00	\$42.06
5	55	\$28.37	\$8.42	7.85	\$0.00	\$44.64
6	60	\$30.95	\$8.42	7.85	\$0.00	\$47.22
7	65	\$33.53	\$8.42	7.85	\$0.00	\$49.80
8	70	\$36.11	\$8.42	7.85	\$0.00	\$52.38
9	75	\$38.69	\$8.42	7.85	\$0.00	\$54.96
10	80	\$41.26	\$8.42	7.85	\$0.00	\$57.53

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.40	\$8.42	7.85	\$0.00	\$34.67
2	40	\$21.03	\$8.42	7.85	\$0.00	\$37.30
3	45	\$23.66	\$8.42	7.85	\$0.00	\$39.93
4	50	\$26.29	\$8.42	7.85	\$0.00	\$42.56
5	55	\$28.92	\$8.42	7.85	\$0.00	\$45.19
6	60	\$31.55	\$8.42	7.85	\$0.00	\$47.82
7	65	\$34.18	\$8.42	7.85	\$0.00	\$50.45
8	70	\$36.81	\$8.42	7.85	\$0.00	\$53.08
9	75	\$39.44	\$8.42	7.85	\$0.00	\$55.71
10	80	\$42.06	\$8.42	7.85	\$0.00	\$58.33

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 City/Town: NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Notes:						
Apprentice to Journeyworker Ratio:1:1						

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2012	\$31.78	\$13.00	\$12.23	0.00	\$57.01
	09/01/2012	\$32.29	\$13.00	\$12.25	0.00	\$57.54
	03/01/2013	\$32.83	\$13.00	\$12.26	0.00	\$58.09
	09/01/2013	\$33.34	\$13.00	\$12.28	0.00	\$58.62
	03/01/2014	\$33.88	\$13.00	\$12.30	0.00	\$59.18
	09/01/2014	\$34.38	\$13.00	\$12.31	0.00	\$59.69
	03/01/2015	\$34.91	\$13.00	\$12.33	0.00	\$60.24
	09/01/2015	\$35.63	\$13.00	\$12.35	0.00	\$60.98
	03/01/2016	\$36.35	\$13.00	\$12.37	0.00	\$61.72

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 City/Town: NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$12.71	\$13.00	9.27	\$0.00	\$34.98
2	40	\$12.71	\$13.00	9.27	\$0.00	\$34.98
3	45	\$14.30	\$13.00	9.51	\$0.00	\$36.81
4	45	\$14.30	\$13.00	9.51	\$0.00	\$36.81
5	50	\$15.89	\$13.00	9.76	\$0.00	\$38.65
6	55	\$17.48	\$13.00	10.01	\$0.00	\$40.49
7	60	\$19.07	\$13.00	10.26	\$0.00	\$42.33
8	65	\$20.66	\$13.00	10.50	\$0.00	\$44.16
9	70	\$22.25	\$13.00	10.75	\$0.00	\$46.00
10	75	\$23.84	\$13.00	11.00	\$0.00	\$47.84

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$12.92	\$13.00	9.28	\$0.00	\$35.20
2	40	\$12.92	\$13.00	9.28	\$0.00	\$35.20
3	45	\$14.53	\$13.00	9.53	\$0.00	\$37.06
4	45	\$14.53	\$13.00	9.53	\$0.00	\$37.06
5	50	\$16.15	\$13.00	9.77	\$0.00	\$38.92
6	55	\$17.76	\$13.00	10.02	\$0.00	\$40.78
7	60	\$19.37	\$13.00	10.27	\$0.00	\$42.64
8	65	\$20.99	\$13.00	10.52	\$0.00	\$44.51
9	70	\$22.60	\$13.00	10.77	\$0.00	\$46.37
10	75	\$24.22	\$13.00	11.02	\$0.00	\$48.24

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 City/Town: NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Notes:						
Apprentice to Journeyworker Ratio:1:1						

TERRAZZO FINISHERS	03/01/2012	\$45.50	\$10.18	\$17.25	0.00	\$72.93
BRICKLAYERS LOCAL 3 - MARBLE & TILE						

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.75	\$10.18	17.25	\$0.00	\$50.18
2	60	\$27.30	\$10.18	17.25	\$0.00	\$54.73
3	70	\$31.85	\$10.18	17.25	\$0.00	\$59.28
4	80	\$36.40	\$10.18	17.25	\$0.00	\$63.83
5	90	\$40.95	\$10.18	17.25	\$0.00	\$68.38

Notes:
Steps are 800 hrs.
Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER	12/01/2011	\$33.05	\$7.10	\$12.60	0.00	\$52.75
LABORERS - FOUNDATION AND MARINE						

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DEVALL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 City/Town: NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - TEST BORING DRILLER (Laborers Foundation & Marine)

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.83	\$7.10	12.60	\$0.00	\$39.53
2	70	\$23.14	\$7.10	12.60	\$0.00	\$42.84
3	80	\$26.44	\$7.10	12.60	\$0.00	\$46.14
4	90	\$29.75	\$7.10	12.60	\$0.00	\$49.45

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER HELPER LABORERS - FOUNDATION AND MARINE	12/01/2011	\$31.77	\$7.10	\$12.60	0.00	\$51.47
TEST BORING LABORER LABORERS - FOUNDATION AND MARINE	12/01/2011	\$31.65	\$7.10	\$12.60	0.00	\$51.35

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 City/Town: NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - TEST BORING LABORER (Laborers Foundation & Marine)

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.99	\$7.10	12.60	\$0.00	\$38.69
2	70	\$22.16	\$7.10	12.60	\$0.00	\$41.86
3	80	\$25.32	\$7.10	12.60	\$0.00	\$45.02
4	90	\$28.49	\$7.10	12.60	\$0.00	\$48.19

Notes:

Apprentice to Journeyworker Ratio:1:3

TRACTORS/PORTABLE STEAM GENERATORS OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2011	\$31.82	\$8.56	\$7.27	0.00	\$47.65
	06/01/2012	\$32.12	\$8.56	\$7.27	0.00	\$47.95
	08/01/2012	\$32.12	\$8.91	\$7.27	0.00	\$48.30
	12/01/2012	\$32.42	\$9.07	\$8.00	0.00	\$49.49
TUNNEL WORK - COMPRESSED AIR LABORERS (COMPRESSED AIR)	12/01/2011	\$44.08	\$7.10	\$13.00	0.00	\$64.18
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) LABORERS (COMPRESSED AIR)	12/01/2011	\$46.08	\$7.10	\$13.00	0.00	\$66.18
TUNNEL WORK - FREE AIR LABORERS (FREE AIR TUNNEL)	12/01/2011	\$36.15	\$7.10	\$13.00	0.00	\$56.25

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 05/09/2012

Wage Request Number: 20120509-034

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-84 **City/Town:** NEWTON
Description of Work: Replacement of a 15" Drain from Rowe Street to Webster Street

Job Location: Rowe Street and Webster Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2011	\$38.15	\$7.10	\$13.00	0.00	\$58.25
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2011	\$31.24	\$8.56	\$7.27	0.00	\$47.07
	06/01/2012	\$31.54	\$8.56	\$7.27	0.00	\$47.37
	08/01/2012	\$31.54	\$8.91	\$7.27	0.00	\$47.72
	12/01/2012	\$31.84	\$8.91	\$8.00	0.00	\$48.75
WAGON DRILL OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	03/01/2012	\$46.81	\$9.32	\$13.29	0.00	\$69.42
	09/01/2012	\$48.06	\$9.32	\$13.29	0.00	\$70.67
	03/01/2013	\$49.31	\$9.32	\$13.29	0.00	\$71.92

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

- * Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- ** Multiple ratios are listed in the comment field.
- *** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- **** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 05/09/2012

Wage Request Number: 20120509-034

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The Massachusetts Prevailing Wage Law M.G.L. ch. 149, §§ 26 – 27

NOTICE TO AWARDING AUTHORITIES

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 2012

I, _____,
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108

CITY OF NEWTON

SUMMARY OF WORK AND SPECIFIC REQUIREMENTS OF THE CONTRACT FOR PUBLIC WORKS CONSTRUCTION

A. SUMMARY OF WORK

1. **The work under this contract is for the replacement of approximately four hundred seventy-five (475) linear feet of existing fifteen (15) inch vitrified clay drain pipe with new sixteen (16) inch Class 50 Ductile Iron drain pipe. This work shall be performed within a constricted ten (10) foot wide easement.**
2. All other work described in the Project Manual and/or shown on the Plan(s) unless specifically indicated as not to be done.

B. In addition the work under the contract includes:

1. Work outside the Project Site as called for in the Project Manual and/or Plan(s) and as required for the performance of the work.
2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
3. All labor, materials, tools, and equipment necessary to do all the work required for the completion of each item as specified, which shall limited not only to the exact intent mentioned, but shall include incidental work necessary or customarily performed for the completion of that item.
4. All items not specifically mentioned or noted in the Project Manual and/or Plan(s), but which are obviously necessary to make a complete working installation.

C. The Proposed Contract Price shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to the work described.

II. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. Upon notification the Contractor shall commence the work specified in the Project Manual as directed by the City. The work shall proceed in a continuous uninterrupted fashion with adequately staffed crews, in a satisfactory manner, which will assure that the work is completed in a timely manner to the satisfaction of the City.
- B. The time for substantial completion pursuant to Article 2 of the Contract shall:

(Continued on next page)

NOTICE: * TIME IS OF THE ESSENCE *

Within five (5) business days of the Notice Of Award the Contractor shall submit to the Purchasing Department:

- **A signed contract.**
- **A Certificate of Insurance (naming the City as an additional insured)**
- **A Labor and Materials Payment Bond and a Performance bond each in the amount of 50% of the contract total.**

Anticipated start date is June 25, 2012. Time for completion is forty-five (45) calendar days from the date of the Notice To Proceed.

Time is of the essence for the completion of this contract. If the Contractor fails to achieve substantial or final completion of the Work within the time required by the contract, and unless an extension of time is granted, the Contractor shall pay to the City as liquidated damages, the applicable amount specified in **Article 7** of the **General Conditions** for each day of delay. If different completion dates are specified in the Contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another section in this Contract, liquidated damages shall not be due the City. The Contractor remains liable for damages caused other than by delay.

III. INSURANCE REQUIREMENTS

- A. The Contractor shall carry and maintain until acceptance of the work such Workmen's Compensation, Automobile Liability, Public Liability, Contingent Public Liability, Property Damage and Contingent Property Damage Insurance, each including blasting coverage, as shall protect him and any sub-contractor performing work covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or by any one directly or indirectly employed by either of them.
- B. The City shall be named as an additional insured on such policy.
- C. The amounts of such insurance shall be as follows:
 - 1. Workmen's Compensation Insurance as required by Massachusetts General Law.
 - 2. Automobile Liability Insurance on all vehicles owned or hired for a.) Bodily Injury in an amount not less than \$500,000.00 for each occurrence, and not less than \$1,000,000.00 aggregate; b.) Property Damage in an amount not less than \$250,000.00 each occurrence, and not less than \$500,000.00 aggregate.
 - 3. Public Liability Insurance and Contingent Public Liability Insurance in an amount not less than \$500,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident.
 - 4. Property Damage Insurance and Contingent Property Damage Insurance in an amount not less than \$250,000.00 on account of one accident, and in an amount of not less than \$500,000.00 on account of all accidents.
 - 5. General Liability Insurance shall include Contractual Liability Insurance.

- D. Before any work is started, the successful bidder shall be required to file with the Chief Procurement Officer certificates of insurance coverage as detailed above, with policy numbers and dates of expiration.
- E. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

END OF SECTION

The Contractor shall insert prices for each item in ink, in both words and figures, and is to show a total bid price. In the event a discrepancy between the written words and figures, the written words shall govern. In the event an error in the bidders total bid price, the corrected total bid obtained by the summation of the products of the unit prices multiplied by the respective quantities shall stand as the bidder's total bid price.

The Contractor is required to review any related plans, conduct a full site review, and read all the provisions in the document before inserting prices, and is further advised to make his own determination as to the accuracy of the estimated quantities before inserting bid prices.

The estimated quantities shown here are based solely upon a reasonable assessment of the project parameters, thus the Contractor is advised that the actual quantities may vary substantially as field conditions necessitate.

ITEM DESCRIPTION & BID PRICE	EST. QTY	UNIT	TOTAL COST
ITEM: 1 - MOBILIZATION (LAYOUT SERVICES, VIDEO FILE, NOTIFICATIONS, MEETINGS, GENERAL ADMINISTRATION SERVICES) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER LUMP SUM	1	L.S.	\$ _____
ITEM: 2 – MANUFACTURED SILT-SACK FOR CATCHBASIN SEDIMENTATION CONTROL THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH	4	EA.	\$ _____
ITEM: 3 –REMOVE & DISPOSE OF 6” THRU 12” TREE (INCLUSIVE OF THE STUMP) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH	8	EA.	\$ _____
ITEM: 4 – REMOVE & DISPOSE OF 12” THRU 24” TREE (INCLUSIVE OF THE STUMP) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH	1	EA.	\$ _____

ITEM DESCRIPTION & BID PRICE	EST. QTY	UNIT	TOTAL COST
ITEM: 5 – REMOVE & DISPOSE OF 24” THRU 40” TREE (INCLUSIVE OF THE STUMP) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH	1	EA.	\$ _____
ITEM: 6 – REMOVE & DISPOSE OF 30” RESIDUAL TREE BUTT (INCLUSIVE OF THE STUMP) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH	1	EA.	\$ _____
ITEM: 7 – REMOVE & DISPOSE OF A PRE-EXISTING STUMP THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH	1	EA.	\$ _____
ITEM: 8 – DISASSEMBLE & SUBSEQUENTLY RESET PORTIONS OF THE EXISTING CHAIN LINK FENCE THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER LINEAR FOOT	50	L.F.	\$ _____
ITEM: 9 – REMOVE & DISPOSE OF AN EXISTING 6’ CHAIN LINK FENCE (WITH THE SALVAGE OF BARB WIRE STANCHIONS) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER LINEAR FOOT	225	L.F.	\$ _____

ITEM DESCRIPTION & BID PRICE	EST. QTY	UNIT	TOTAL COST
ITEM: 10 – FURNISH & INSTALL A NEW 6' CHAIN LINK FENCE (COMPLETE-IN-PLACE & RESET BARB WIRE STANCHIONS) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER LINEAR FOOT	225	L.F.	\$ _____
ITEM: 11 – EXPLORATORY EXCAVATION THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER CUBIC YARD	15	C.Y.	\$ _____
ITEM: 12 – GENERAL EXCAVATION & DISPOSAL OF MATERIAL(S) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER CUBIC YARD	75	C.Y.	\$ _____
ITEM: 13 – EXTRA DEPTH EXCAVATION & DISPOSAL OF UNSUITABLE MATERIAL THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER CUBIC YARD	100	C.Y.	\$ _____
ITEM: 14 – ON-SITE RELOCATION OF EXISTING BOULDERS OVER ½ CUBIC YARD THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER CUBIC YARD	10	C.Y.	\$ _____

ITEM DESCRIPTION & BID PRICE	EST. QTY	UNIT	TOTAL COST
ITEM: 15 – OFF-SITE DISPOSAL OF EXISTING BOULDERS OVER ½ CUBIC YARD THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER CUBIC YARD	5	C.Y.	\$ _____
ITEM: 16 – FURNISH & PLACE WOVEN POLYPROPYLENE GEOTEXTILE FABRIC (FITTED TO THE TRENCH WITH 2' OVERLAPS AT ENDS) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER SQUARE YARD	700	S.Y.	\$ _____
ITEM: 17 – FURNISH & PLACE ¾" FRACTURED CRUSHED STONE (PRIMARILY FOR PIPE BEDDING) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER TON	150	TON	\$ _____
ITEM: 18 – GRAVEL FURNISHED FROM OUTSIDE THE SITE (FOR GENERAL USE) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER TON	500	TON	\$ _____
ITEM: 19 – FURNISH & PLACE DENSE GRADED CRUSHED STONE THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER TON	5	TON	\$ _____

ITEM DESCRIPTION & BID PRICE	EST. QTY	UNIT	TOTAL COST
ITEM: 20 – FURNISH & PLACE NOMINAL 2"x 12"x 8' PRESSURE TREATED LUMBER (AS DIRECTED TO TRESTLE THE 16" PIPE) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH	80	EA.	\$ _____
ITEM: 21 – FURNISH, TRENCH & LAY 16" DIAMETER CLASS 50 DUCTILE IRON PIPE THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER LINEAR FOOT	475	L.F.	\$ _____
ITEM: 22 – STANDARD 4' INSIDE DIAMETER DRAIN MANHOLE (EXCLUSIVE OF COVER & FRAME) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER VERTICAL FOOT	13	V.F.	\$ _____
ITEM: 23 – 'TROUGH BOX' STRUCTURE (TO TRANSITION PIPE AT ANGLE POINTS IN SHALLOW-CUT AREAS) (EXCLUSIVE OF COVER & FRAME) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH	5	EA.	\$ _____
ITEM: 24 - CORING THE REINFORCED CONCRETE CULVERT WALL ON ROWE ST. (20" DIAMETER) (IF FIELD CONDITIONS NECESSITATE) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER INCH	8	IN.	\$ _____

ITEM DESCRIPTION & BID PRICE	EST. QTY	UNIT	TOTAL COST
ITEM: 25 – PLUG THE EXISTING OPENING IN THE CONCRETE CULVERT WALL ON ROWE ST. (INCLUDES ‘WATER-DAMMING’ TO PERFORM THE WORK) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER LUMP SUM	1	L.S.	\$ _____
ITEM: 26 – FURNISH & INSTALL A DRAIN MANHOLE COVER & FRAME THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER SET	6	SET	\$ _____
ITEM: 27 – FURNISH & INSTALL A SINGLE CATCHBASIN GRATE & FRAME THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER SET	1	SET	\$ _____
ITEM: 28 – ADJUST A PRE-EXISTING UTILITY CASTING (EXCLUDING GATE BOXES) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH	2	EA.	\$ _____
ITEM: 29 – 2" BITUMINOUS CONCRETE FOR TEMPORARY PATCH THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER TON	10	TON	\$ _____

ITEM DESCRIPTION & BID PRICE	EST. QTY	UNIT	TOTAL COST
<p>ITEM: 30 – 4" TYPE I-1 BITUMINOUS CONCRETE FOR PERMANENT (PATCH) TRENCH RESURFACING (PLACED IN TWO COURSES)</p> <p>THE SUM OF: _____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER TON</p>	10	TON	\$ _____
<p>ITEM: 31 – 3" TYPE I-1 BITUMINOUS CONCRETE FOR THE RECONSTRUCTION OF WALKS & DRIVEWAYS (PUBLIC & PRIVATE PROPERTY) (PLACED IN TWO COURSES)</p> <p>THE SUM OF: _____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER TON</p>	20	TON	\$ _____
<p>ITEM: 32 – 4,000 PSI CEMENT CONCRETE WITH LAMPBLACK (@ 2 POUNDS / CY) FOR SIDEWALK AND/OR DRIVEWAY PANEL REPAIR</p> <p>THE SUM OF: _____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER CUBIC YARD</p>	10	C.Y.	\$ _____
<p>ITEM: 33 – 6" DEPTH LOAM BORDER & LAWN RESTORATION</p> <p>THE SUM OF: _____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER SQUARE YARD</p>	250	S.Y.	\$ _____
<p>ITEM: 34 – MATERIALS TESTING ALLOWANCE</p> <p>THE SUM OF: <u>FIVE HUNDRED</u> DOLLARS</p> <p>AND <u>NO</u> CENTS</p> <p>(\$ <u>500.00</u>) PER ALLOWANCE</p>	1	ALL.	\$ <u>500</u>

ITEM DESCRIPTION & BID PRICE	EST. QTY	UNIT	TOTAL COST
ITEM: 35 – MISCELLANEOUS WORK ALLOWANCE (ENGINEERS DISCRETION) THE SUM OF: _____ TWO THOUSAND _____ DOLLARS AND _____ NO _____ CENTS (\$ _____ 2,000.00 _____) PER ALLOWANCE	1	ALL.	\$ <u>2,000</u>
ITEM: 36 – POLICE OFFICER SERVICES (TO BE PAID DIRECTLY THRU INTER-DEPARTMENTAL BILLING) THE SUM OF: _____ FOUR THOUSAND _____ DOLLARS AND _____ NO _____ CENTS (\$ _____ 4,000.00 _____) PER ALLOWANCE	1	ALL.	\$ <u>4,000</u>
ITEM: 37 – WARNING AND/OR SAFETY DEVICES FOR THE CONTROL OF CONSTRUCTION OPERATIONS THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER LUMP SUM	1	L.S.	\$ _____
ITEM: 38 – FURNISH & MOUNT SAFETY & SPECIALTY SIGNBOARDS (INCLUSIVE OF THE POST SYSTEM) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER SQUARE FOOT	30	EA.	\$ _____

TOTAL BID:

The Total for all items on this page must be inserted in Paragraph “C” of the BID FORM.

END OF SECTION

SECTION 1**Item 1 – MOBILIZATION (LAYOUT SERVICES, VIDEO FILE, NOTIFICATIONS, MEETINGS, GENERAL ADMINISTRATION SERVICES)**Description

- (a) The Contractor shall examine the existing field conditions, most particularly the invert elevations of the targeted manholes, and he shall subsequently extract, correlate, interpolate and thereafter post the design grades in the field as the work commences to ensure a consistent gradient is achieved between manholes when laying the proposed pipe. **IMPORTANT: The Contractor is responsible for having the accuracy of the plan information verified with regard to both the stationing and the grade assigned to the benchmark points by performing a field check between successive points prior to locating and posting any design grades.**
- (b) The Contractor is to make a video tape and/or photographic record of all existing sideline conditions, prior to the commencement of construction activities, and/or as may be required as the construction activities progress, for the purpose of documenting all decrepit, and/or extraordinary points of concern. All video and picture making shall be done on foot and shall not be 'shot' from a vehicle.
- (c) The Contractor is to coordinate and make accommodations for all work performed on private property in the execution of this contract, and is to further coordinate, arrange and/or make accommodations for the performance of all second party utility work which may be required in order to complete the work required under this contract.
- (d) The Contractor is responsible for the scheduling and coordination of all Police services under this item, however the actual cost of Police Services will be paid for under **Item 36**.
- (dd) Under this item the Contractor shall report to City Hall, when summoned to do so, for the purpose of addressing any issues arising from the execution of this contract.
- (e) Under this item the Contractor will be required to attend informational meetings, typically one for the general public when deemed necessary, and several with the City of Newton administration in order to discuss and subsequently address any points of concern, including but not limited to; a Preconstruction Conference, Progress Conference(s), and/or inspection walk-throughs.
- (f) Under this item the Contractor is responsible for processing all the necessary paperwork in the execution of this contract, as well as providing and distributing fliers and notifications to abutters and other concerned parties as the project commences and as it progresses.
- (g) Under this item the Contractor shall comply with all special procedural and/or other site-specific directives as stipulated on the plan(s) to ensure a structured and efficient execution of this contract. In addition, and from time to time, the Contractor shall also be required to accommodate and comply with other special requests so that the needs of the general public, abutters, and/or other City of Newton agencies are addressed swiftly and appropriately.**
- (gg) Under this item the Contractor shall work closely and cooperatively with the Engineer to resolve all field and/or administrative issues. This cooperative work shall consist of, but is not limited to, performing field investigations to determine the best course of action(s) to address each particular issue at hand, which work may require survey and/or preliminary layout efforts by the Contractor. In addition the Contractor shall assign field personnel for the purpose of performing any investigative activities, or for the scheduling of the same, which work shall be done in a timely manner at the request of the Engineer, and/or for contacting and coordinating with any interested party for the purpose of expediting the project.

Method of Compliance

- (h) **IMPORTANT: The Contractor is responsible for checking the accuracy of the plan information with regard to both the stationing and the grade assigned to the benchmark points by performing a field check between successive points prior to locating and posting any design grades.** The grade points shall be posted all along the roadway corridor on sturdy colorized four foot (4') high iron pins and/or stakes such that the final pipe gradient, once completed, fully complies with the design scheme and/or with any modification necessitated by field changes ordered by the Engineer. However, the posting of grades shall not be limited to just the design grades but shall also include the interpolation and posting of intermediate grades and/or the re-posting of certain grades, as may be from time to time required by any interested party in order to successfully investigate and/or otherwise install, to the satisfaction of the Engineer, any drainage, curbing, pavement and/or any other grade dependent project related component or grade dependent issue.
- (i) The Contractor shall coordinate the grading and layout activities with the Engineer to ensure that the design grades are posted in an expeditious and acceptable manner. To that end the Contractor shall supply and install, at all critical grade points identified on the plan (and/or profile), as many sturdy pins and/or stakes as he deems necessary, or as otherwise may be required by the Engineer. The pins and/or stakes, once set, shall be clearly marked with paint and flagging such that their physical location, as well as the posted grades, can be easily seen by the general public and by the field personnel. Subsequently, once the pins and/or stakes have served their purpose, they shall be immediately removed by the Contractor.
- (j) The Contractor is to coordinate with the Engineer in making a video tape and/or photographic record of all existing sideline conditions prior to the commencement of construction activities, or as otherwise may become necessary as the construction activities commence, for the purpose of documenting all decrepit, and/or extraordinary points of concern or interest. This video record shall be made by the Contractor and a copy, or a secondary video tape, shall be delivered to the Engineer.
- (k) As the project commences the Contractor may opt to make a photographic record in lieu of a videotape but only to supplement the preconstruction sideline video survey, and only when a photographic record is deemed necessary and sufficient by the Engineer and/or the Contractor.
- (l) Videos and/or photographs are to be taken and delivered to the Engineer in such a manner that the subject matter can be clearly seen, and in such a timely manner that the collected information is not lost. **The video and/or photographs are to be made on foot via a hand-carried camera. No digital pictures shall be allowed. Only conventionally developed film is to be used.**
- (m) The Contractor is to give ample notice prior to performing certain extraordinary construction related activities on private lands (i.e walls, steps, pipes, etc.), and/or is to discuss, and/or is to make safe and reasonable accommodation of access, for all private property abutters affected by the scheduled construction activities at hand. **In certain cases the Contractor will be further required to make special accommodations for the handicapped or for other physically challenged or sensor impaired individuals who live in or about the construction area so that their needs may be appropriately addressed.** Notice of intent to construct or to disturb private property and/or access routes shall be made at least twenty four (24) hours in advance of the scheduled activity and/or as directed by the Engineer. This notification shall be made in writing on a format acceptable to the Engineer, with said notices being posted at the subject address in a location nearest to the regular mail delivery location. The decision to post notices will be at the discretion of the Engineer in the field.

Method of Measurement

(n) Under this item the Engineer shall make **percentage payments** as he deems appropriate during the course of these activities.

Basis of Payment

(o) Under **Item 1** the Contractor will be paid the **lump sum** price for all administrative activities, labor and/or materials required to complete the above-noted tasks throughout the entire term of the project.

SECTION 2**Item 2 – MANUFACTURED SILT SACK FOR CATCHBASIN SEDIMENTATION CONTROL****Description**

(a) Under this item the Contractor shall install initially new silt sacks in all catchbasins in accordance with the directives of this Section. The silt sacks shall be strategically installed along the roadway such that any soil contaminated run-off, generated by the Contractor's operations, is captured in the silt sack. To that end the silt sacks shall be continuously moved forward of the work as the work progresses and shall not be removed from any catchbasin until such time as all potential run-off for the immediate workzone is deemed to be reasonably free of silt contamination by the Conservation Commission and/or the Engineer.

Material

(b) **The silt sack shall be a manufactured unit** that is specifically designed as a sedimentation containment device and it shall be provided with integrally equipped fabric lugs through which shall pass #8 (eight) steel reinforcing bar such that, upon the removal of the catchbasin grate, the silt sack shall neither fall into the catchbasin structure nor shall it allow its contents to prematurely empty into the catchbasin unit.

(c) The steel rebars shall be cut and fitted to the silt sack in such a way that they pose no projection hazards. In addition, the steel bars shall be reasonably free of any sharp edges.

(d) In the event the silt sack is installed where there is a curb opening (i.e. inlet opening) then the Contractor shall also equip the silt sack unit with a foam filler to prevent any sedimentation from bypassing the silt sack.

Method of Construction

(e) The placement of silt sacks shall be at the discretion of the Engineer.

(f) The Contractor shall not commence with any trenching operations until such time as silt sacks have been installed in every catchbasin lying downstream from his workzone and which has the potential of intercepting the run-off from the workzone.

(g) Once the silt sacks have been fitted to the catchbasin the Contractor shall replace the catchbasin grate in such a way that it lies flush with the top of the catchbasin frame. Whenever this cannot be achieved, or whenever a potential tripping hazard exists, then the Contractor shall place a safety device at that location.

(h) The Contractor shall be diligent in keeping the silt sack clean and he shall remove all excessive silt either by his own volition or as he is otherwise directed to do so by the Engineer.

(i) The Contractor shall continue to move the silt sacks forward of the work as the Engineer either directs and/or allows or the Contractor shall otherwise install supplemental silt sacks as the case(s) may necessitate.

(j) When the silt sacks are emptied it shall be done in a responsible fashion so that the captured silt is immediately discarded from off of the site.

(k) Double catchbasins shall be provided with two silt sacks

Method of Measurement

(l) Measurements taken for payment of shall be **for each new silt sack** that is initially provided by the Contractor. **To that end the Contractor will be required to subsequently remove, empty and move the silt sack to a new location without further compensation.**

Basis of Payment

(m) Under **Item 2** the Contractor will be paid the contract unit price **for each new silt sack** that is initially provided by the Contractor under the direction of the Engineer. **To that end the Contractor will be required to subsequently remove, empty and then move the used silt sack to a new location without further compensation,** which unit price shall include full compensation for all labor, materials, tools, equipment and all incidental work necessary to complete the work under this item, as shown on the plans, as directed by the Engineer and as specified herein.

SECTION 3

Item 3 - REMOVE & DISPOSE OF 6" THRU 12" TREE (INCLUSIVE OF THE STUMP)

Item 4 - REMOVE & DISPOSE OF 12" THRU 24" TREE (INCLUSIVE OF THE STUMP)

Item 5 - REMOVE & DISPOSE OF 24" THRU 40" TREE (INCLUSIVE OF THE STUMP)

Item 6 - REMOVE & DISPOSE OF 30" RESIDUAL TREE BUTT (INCLUSIVE OF THE STUMP)

Item 7 - REMOVE & DISPOSE OF A PRE-EXISTING STUMP

Description

(a) Under **Item 3, 4 and 5** the Contractor shall remove and dispose of off-site all trees designated by the Engineer and as approved by the City of Newton Tree Warden/Director of urban Forestry.

(b) Under **Item 6** the Contractor shall remove and dispose of off-site a pre-existing tree butt as shown on the plan and/or others as may be designated by the Engineer..

(c) Under **Item 7** the Contractor shall remove and dispose of off-site all pre-existing stumps which are encountered during the course of laying the pipeline or as otherwise designated by the Engineer.

(d) All trees less than six (6) inches in diameter shall be removed under **Item 12 @ General Excavation**.

Method of Construction

(e) The Contractor shall use all precautions necessary to guard against accidents while removing trees, butts and/or stumps, and all such work shall be done under his own responsibility and he shall hold the City harmless from any and all claims for damages caused by or arising from any of the Contractor's acts or deeds.

Method of Measurement

(f) Measurements taken for determining the sizes of trees under **Item 3, 4 and 5** shall be taken by the Engineer at a plane four (4) feet up from the surface of the ground. Measurements to determine the absolute diameter will be made by determining the circumference of the tree at this level and then dividing by a factor of pi. The Engineer's measurement shall be used in classifying the respective diameters of trees and his decision shall be final.

(g) Under **Item 6** each pre-existing tree butt, and the associated stump removed and disposed of off-site, shall be measured as one unit.

(h) Under **Item 7** each pre-existing stump removed and disposed of off-site shall be measured as one unit.

Basis of Payment

(i) Under **Item 3, 4, 5**, the Contractor will be paid the contract unit price, respectively, for **each** tree completely removed as defined herein, including excavation, removal of the stump, disposing of all branches, refilling the holes and regrading the area. The unit price shall include full compensation for all labor, materials, tools and equipment and all incidental work necessary to complete the work under these items as shown on the plans, as directed by the Engineer and as specified herein.

(j) All trees less than six (6) inches in diameter shall be removed under **Item 5 @ General Excavation**.

(k) Under **Item 6 and Item 7**, the Contractor will be paid the contract unit price, respectively, for **each** butt and stump combination, or each stump respectively, completely removed as defined herein, including excavation, disposing of all branches, refilling the holes and regrading the area. The unit price shall include full compensation for all labor, materials, tools and equipment and all incidental work necessary to complete the work under these items as shown on the plans, as directed by the Engineer and as specified herein.

SECTION 4**Item 8 - DISASSEMBLE & SUBSEQUENTLY RESET PORTIONS OF THE EXISTING CHAIN LINK FENCE****Description**

- (a) Under **Item 8** the Contractor, when pre-authorized by the Engineer to do so, shall carefully disassemble and subsequently reset portions of existing chain link fence, of any height, for the purpose of preparing the site to accommodate equipment and/or construction activities.
- (b) Sections of fence affected under this item shall be re-established in their original location using the components previously salvaged.

Materials

- (c) The fence and/or fence appurtenances shall be carefully disassembled, removed and all pre-existing material(s) shall be reset and/or reused. Any materials damaged or lost during, or subsequent to removal, shall be replaced by the Contractor without any additional compensation.
- (d) All new materials required shall be equal in quality and design to the materials in the present fence.
- (e) Concrete shall be Class "B" cement concrete.

Method of Construction

- (f) The present fence posts, rails and fabric shall be carefully removed together with all associated appurtenances and shall be satisfactorily stored and protected until such components are restored/re-established.
- (g) Fences shall be reset plumb and to the lines and grades required to conform to the original fence layout or as otherwise directed by the Engineer
- (h) Old post holes shall be backfilled with suitable material and properly compacted with pneumatic tamping bits.
- (i) Existing concrete footings shall be removed and the cleaned posts shall be subsequently embedded in a Class B cement concrete foundation thirty (30) inches deep and fourteen (14) inches in diameter.
- (j) Pre-existing gates shall be removed and reset under this item and as directed by the Engineer.
- (k) All work shall conform to the fencing directives contained in the City of Newton General Construction Details.

Method of Measurement

- (l) The measurement of reset fences shall be made by the **linear foot** in the final position from outside to outside of the end posts located at the limits of those portions of chain link fence which have been removed and reset, regardless of their height, and only for those portions **as pre-authorized by the Engineer**.

Basis of Payment

- (m) Under **Item 8** the Contractor will be paid the contract unit price **per linear foot** for portions of pre-existing chain link fencing disassembled, preserved and restored complete-in-place. The unit price shall include full compensation for all labor, all new material(s) as required, cement concrete, painting if required, tools and equipment, and all incidental work necessary to complete the work under this item as shown on the plans, as directed by the Engineer and as specified herein.

SECTION 4**Item 9 - REMOVE & DISPOSE OF AN EXISTING 6' CHAIN LINK FENCE
(WITH THE SALVAGE OF BARB WIRE STANCHIONS)****Description**

(a) Under **Item 9** the Contractor shall remove and dispose of various portions of the existing six (6) foot high chain link fence as shown on the plans and/or as directed by the Engineer for the purpose of preparing the site to accommodate equipment and/or construction activities and/or to adjust the grade of the fence. **However, under this item the Contractor shall salvage and preserve the barb-wire stanchions located at the top of the existing fence posts which shall ultimately be re-used and reset under Item 10.**

Method of Construction

(b) The Contractor shall be responsible for re-establishing the fence in its original location. To that end the Contractor shall safely set as many temporary outlying points as necessary to achieve this goal with such work being performed to the satisfaction of the Engineer and prior to the removal operation.

(c) Fencing, inclusive of footings, fabric, barbed wire, posts, rails, ties, or any other fencing component(s) shall be systematically disassembled and immediately disposed of off-site in an orderly and timely fashion. **However, the Contractor shall salvage and preserve the existing barb-wire stanchions located at the top of the existing fence posts.**

(d) Residual post holes shall be immediately filled with suitable gravel material upon the extraction of the existing posts.

Method of Measurement

(e) The measurement of fences designated to be removed and disposed of shall be made by the **linear foot** as measured between the line posts located at either end of those portions of chain link fence which have been removed and disposed of as **pre-authorized by the Engineer.**

Basis of Payment

(f) Under **Item 9** the Contractor will be paid the contract unit price **per linear foot** for portions of pre-existing chain link fence removed and disposed of as **pre-authorized by the Engineer.** The unit price shall include full compensation for all labor, tools and equipment, and all incidental work necessary to complete the work under this item as shown on the plans, as directed by the Engineer and as specified herein.

SECTION 4**Item 10 – NEW 6' CHAIN LINK FENCE
(COMPLETE-IN-PLACE & RESET BARB WIRE STANCHIONS)****Description**

(a) Under **Item 10** the Contractor shall furnish and install a six foot (6') high galvanized steel framed fence system complete with gates. The framework shall be schedule 40 galvanized steel installed in combination with a 9 gauge galvanized steel wire woven into a 2" mesh. The fencing shall be installed in the locations shown on the plans and as specified herein. **The intent of this item is to match the existing fence that will be remaining in-place.**

(aa) Manufacturer's warranties are to be assigned and delivered to the City of Newton.

Materials**(b) Posts and Braces:**

Line, corner and terminal posts, top, bottom and intermediate rails shall be schedule 40 galvanized steel, meeting ASTM A-123 standard.

The base metal for the manufacture of posts and braces shall conform to the requirements of ASTM-F 1083, steel pipe – Type I, except that the carbon content of steel posts shall not be more than 0.40 percent. Steel made by the oxygen furnace process will be acceptable. Posts and braces shall be galvanized in accordance with the requirements of ASTM Designation: A123. The weight of the zinc coating for pipe shall be not less than 2.0 ounces per square foot of metal surface.

End, corner and gate posts shall be 3" OD pipe. Line posts shall be 2-1/2" OD pipe. Rails and braces shall be 1-5/8" OD pipe. All posts shall be fitted with watertight tops or salvaged barb wire stanchions as directed designed so as to fit securely over the posts.

Line posts shall be spaced at not more than 10 foot intervals, measured from center to center of posts. All posts shall be set in a true vertical position. All posts shall have continuous horizontal braces at the top and bottom. In addition, all end and corner posts shall be braced to the nearest line posts with center brace rails. The line between the center of the top of a post and the center of a post at finished ground line shall be plumb within a tolerance not to exceed 0.1 foot in 10 feet. Horizontal members shall not deviate more than 0.1 foot from the grade established by the Engineer.

(c) Fabric

The fence fabric shall be a woven two inch (2") mesh manufactured from a 9 gauge (0.148" O.D.) wire core having a minimum tensile strength of 90,000 psi and conforming to the specifications of ASTM-F668, Class 2-b. The fabric shall have a knuckled finish on the top and bottom edges.

Fabric shall be attached to the top rail by means of galvanized or aluminum coated steel tie wires spaced at a minimum of 12" intervals securely fastened to the posts, and between posts. The top and bottom edges of the fabric shall be fastened to the end and corner posts with 1/4" by 3/4" stretcher bars and not less than 1/8" by 3/4" stretcher bar bands spaced at one foot intervals. The fabric shall be fastened to line posts and braces with tie wires or post clips. Corner posts shall be braced in each direction by 1-5/8" OD pipe rail.

Surplus excavated material remaining after the fence has been constructed shall be disposed of off-site as directed by the Engineer under this item.

Materials (Continued)

Stretcher bars not less than 1/4 inch by 3/4 inch in section and shall be 1 inch less than the full height of the fabric with which they are to be used.

Rolls of wire fabric shall be joined by weaving a single strand into the ends of the rolls to form a continuous mesh.

(d) Footings:

3,000 PSI cement concrete footings shall be fourteen inches (14") in diameter for line posts and twenty inches (20") in diameter for corner and gate posts and each footing shall be set no less than three and a half feet (3'-6") below finished grade.

The post hole shall be uniform in size, clean and dry. Forms, if required, shall be of metal, lumber or other materials capable of supporting the sides of the hole, otherwise the concrete shall be deposited in the hole without forms.

Where solid rock is encountered without an overburden of soil, line posts shall be set a minimum depth of eight (8) inches, and end, corner, gate and intermediate posts a minimum of twelve (12) inches into the solid rock. The hole shall have a minimum width or diameter of one inch greater than the largest dimension of the post section to be set. The posts shall be cut, before installation to lengths which give the required length of post above ground, or if the Contractor so elects he may use an even length of post set at a greater depth into the solid rock. Grouting will be required on the portion of the posts in solid rock.

(e) Gates:

The framing members and fabric for the gates shall be the same as the framing members and fabric for the fence.

Gate Double Latch - Malleable iron drop bar type securely bolted to gate frame to engage a heavy malleable iron-gate anchor in concrete footing with a locking device suitable for padlocking. Latches shall be industrial type cargo latches.

Gate Hinges - Malleable iron offset type, allowing gates to swing back parallel with line of fence.

The gate frame shall be schedule 40 galvanized steel, meeting ASTM. A-123 standard, with a 10-14 mil bonded polyvinyl chloride coating. The gate system, regardless of size, shall be fabricated of sufficiently sized, and sufficiently braced framing material such that the gate frame retains its true square and dimensional form, in all types of inclement weather conditions such that the serviceability of the gate is never impaired.

The drop bar locking device for double hung gates shall be provided with a six (6) inch diameter, twelve (12) inch deep footing of Class B concrete, crowned at the top and provided with a hole to receive the locking bar.

(f) Rails & Fittings

The rails and fittings shall be of the same color and coating as the framing members.

Rails shall be 1-5/8" OD Schedule 40 galvanized steel pipe, that is to run continuously along the top of the fence. Rails shall be securely fastened to terminal posts by galvanized pressed steel fittings.

Method of Measurement

(g) Measurement taken for payment shall be by the **linear foot** for the fence complete-in-place, inclusive of, but not limited to, the gate systems, footings, latches, fittings, ties and the disposal of all residual material.

Basis of Payment

(h) Under **Item 10** the Contractor will be paid the contract unit price **per linear foot** for the fence complete-in-place, inclusive of, but not limited to, the gate systems, footings, latches, fittings, ties and the disposal of all surplus/residual material, which unit price shall include full compensation for all labor, materials, tools and equipment, and all incidentals necessary to complete the work under this item, as shown on the plans, as directed by the Engineer, and as specified herein.

SECTION 5**Item 11 – EXPLORATORY EXCAVATION****Item 12 – GENERAL EXCAVATION AND DISPOSAL OF MATERIAL(S)****Item 13 – EXTRA DEPTH EXCAVATION & DISPOSAL OF UNSUITABLE MATERIAL(S)**Description**IMPORTANT NOTES:**

Excavation quantities resulting from the work performed under Item 11, 12 or Item 13 shall only be paid when the quantity of generated material(s) has been verified in the field by the Engineer. To that end it is incumbent on the Contractor to work closely with the Engineer to coordinate these field documentation activities as the decision of the Engineer in these matters shall be final. Only material(s) excavated AND disposed of off-site shall be paid for under Item 12 @ General Excavation.

(a) When in the opinion of the Engineer, or as shown on the plans, it is deemed necessary to excavate a portion of the work to create test pits or to make investigative access holes, the Contractor shall be paid under **Item 11**.

(b) Under **Item 12** the Contractor shall excavate, **and immediately dispose of off-site**, any plant material, trees less than 6” in trunk diameter, muck, soil, pavement, screening debris, structural debris, and/or any other waste items no matter what the nature may be, which is declared to be unsuitable, surplus and/or undesirable by the Engineer, **which is not specifically covered under any other item** and which is not to be salvaged or reused, but instead shall be immediately, legally and properly disposed of at an off-site location by the Contractor. The work under this item does not include the excavation and disposal of Extra Depth Excavation and the off-site disposal of that particular generated material as this work shall be completed under **Item 13**.

(c) In the event **unsuitable soil material is encountered below the General Excavation Line** as shown on the plans, and the encountered material is verified by the Engineer to be unfit for use either as a foundation soil and/or for use as a suitable backfill material, then the Contractor shall excavate and dispose of the unsuitable material under **Item 13**. Further, **the work to be performed under Item 13 is not to be confused with General Excavation Materials which are classified as either ‘excess material(s) and/or waste material(s)’ located within the common target zone as shown on the plans.**

(d) If in the opinion of the Engineer the existing soil material is deemed to be unsuitable for re-use, and the refilling of the void caused by the displaced material is required, then the unsuitable material shall be excavated and disposed of by the Contractor under this item and subsequently replaced with material under **Item 17, 18 or Item 19**, whichever is applicable in accordance with the directives of the Engineer.

Method of Construction

(e) In the event that the Engineer declares that the material encountered at or below sub-base is unsuitable material on which to build the proposed structure, then the Contractor shall excavate to such greater depths as the Engineer may decide and no extra compensation shall be allowed other than the regular unit price quoted in the proposal for this type of excavation inclusive of the associated disposal cost(s). The Contractor shall excavate only such portions, and only to such depths, as are designated by the Engineer, and only the actual amounts of excavation shall be paid for regardless of the depth involved.

(f) All applicable portions of **Section 9** pertaining to excavation, backfilling and/or compaction requirements, shall apply.

Method of Construction (Continued)

(g) No backfill under the pipeline shall contain any type of undesirable material and the Engineer's decision shall be final.

(h) All undesirable and/or excess material(s) shall be disposed of off-site by the Contractor under applicable **Item 11, 12 or 13**. The balance of the material needed to refill the trench shall be paid for under **Item 17, 18 or 19**, whichever is applicable.

Method of Measurement

(i) Under **Item 11** measurements taken for payment of exploratory excavation shall be by the **cubic yard measured in-place** and shall be to such depths, and to such widths as approved and verified by the Engineer or are otherwise defined by the payment lines as shown on the plans or construction details. No payment for extra excavation beyond these limits shall be made.

(j) Under **Item 12** the measurements taken for payment for general excavation **AND** disposal of unsuitable and/or excess material(s), shall be by the **cubic yard measured in-place prior to excavation**, and shall be to such depths, and to such widths as approved and verified by the Engineer, or are otherwise defined by the payment lines as shown on the plans or construction details. No payment for extra excavation beyond these limits shall be made. **Only material(s) excavated AND disposed of off-site shall be paid for under Item 12.**

(k) Under **Item 13** measurements taken for payment of extra-depth excavation shall be by the **cubic yard measured in-place** and shall be to such depths, and to such widths as approved and verified by the Engineer or are otherwise defined by the payment lines as shown on the plans or construction details. No payment for extra excavation beyond these limits shall be made. Payment for this work shall include any associated off-site disposal costs.

Basis of Payment

(l) Under **Item 11** the Contractor will be paid the contract unit price **per cubic yard** for exploratory excavation and all incidental work necessary to remove, and subsequently backfill the trench opening with the original trench material (except that no pavement material shall be used), which unit price shall include full compensation for all labor, materials, tools, equipment, as complete the work under this item as shown on the plans or construction details, as directed by the Engineer, and as specified herein.

(m) Under **Item 12** the Contractor will be paid the contract unit price **per cubic yard** for the removal **and off-site disposal of excess and/or waste material(s) which lie within the General Excavation Zone** as shown on the plan, and such material(s) shall be excavated and disposed of no matter what their nature may be, and all incidental work necessary to remove, and subsequently backfill, the trench opening with the original trench material (except that no pavement material shall be used), which unit price shall include full compensation for all labor, materials, tools, equipment, as complete the work under this item as shown on the plans or construction details, as directed by the Engineer, and as specified herein.

(n) Under **Item 13** the Contractor will be paid the contract unit price **per cubic yard** for excavating, inclusive of the off-site disposal of all undesirable and/or excess material(s) which are generated from **below the General Excavation Line** as shown on the plans, and such material(s) shall be excavated and disposed of no matter what their nature may be, which unit price shall include full compensation for all labor, materials, tools, equipment, as complete the work under this item as shown on the plans or construction details, as directed by the Engineer, and as specified herein.

(o) Material needed to refill displaced and/or waste material shall be paid for under **Item 17, 18 or 19**, whichever is applicable.

SECTION 6**Item 14 – ON-SITE RELOCATION OVER BOULDERS OVER ½ CUBIC YARD****Item 15 – OFF-SITE DISPOSAL OF EXISTING BOULDERS OVER ½ CUBIC YARD****Description**

(a) Under **Item 14** the Contractor shall relocate existing boulders having a volume of one-half (1/2) cubic yard or more for the purpose of clearing the easement in order to make way for equipment access and/or for preparing the easement for the subsequent pipe installation. Such boulders shall be permanently relocated away from the easement as shown on the plans, as directed by the Engineer, and as specified herein. This work is to be performed at the Engineers discretion.

(b) Under **Item 15** the Contractor shall remove and dispose of off-site existing boulders having a volume of one-half (1/2) cubic yard or more for the purpose of clearing the easement in order to make way for equipment access and/or for preparing the easement for the subsequent pipe installation. Such boulders shall be removed from the easement work zone and subsequently transported away from the easement as shown on the plans, as directed by the Engineer, and as specified herein. This work is to be performed at the Engineers discretion.

(c) No soft, loose or broken rock, impacted boulders, or hard pan, but only such solid rock as may be approved by the Engineer in advance as requiring removal shall be considered as payable under **Item 14 or 15**.

Method of Construction

(d) Relocation and placement of the boulders shall be performed in such a manner that the boulders, once set in place, are rendered stable and cannot be rolled-over and do not pose any risk of falling into the easement channel. It is especially provided that the relocation and/or removal of the boulders is done with all possible care so as to avoid injury to persons and property; and sufficient warning shall be given to all persons in the vicinity of the work before the handling of the boulders. Great care shall be taken to avoid injury to gas and water pipes, sewers, drains or other structures.

(e) Boulders shall only be handled by mechanical means as no blasting shall be allowed.

Method of Measurement

(f) Measurements taken for payment shall be taken by the **cubic yard**.

Basis of Payment

(g) Under **Item 14** and **Item 15** the Contractor shall be paid the contract unit price **per cubic yard** for boulder relocations or boulder removal respectively, which unit prices shall be full compensation for all labor, tools, equipment and all incidental work necessary to complete the work under these items as shown on the plans, as directed by the Engineer and as specified herein.

SECTION 7**Item 16 – FURNISH & PLACE WOVEN POLYPROPYLENE GEOTEXTILE FABRIC
(FITTED TO THE TRENCH WITH 2' OVERLAP AT ENDS)****Description**

(a) Under this item the contractor is to furnish and install woven polypropylene geotextile fabric as shown on the plans, as specified herein and/or as directed by the Engineer.

(b) The fabric shall be delivered on site in a roll measuring no less than ten (10') feet wide.

Materials

(c) **The woven polypropylene geotextile fabric is to be Mirafi 600-X or an approved equal and shall arrive on site in a roll that measures 10' wide.** (For approved equal criteria see paragraph (f) of these special provisions)

(d) The fabric is to be new and unused and is to be delivered to the site in the original factory packaging.

(e) Fabric is to conform to the following minimum standards and criteria:

- AASHTO M288-96 Specifications for Stabilization and Separation, Class 1.
- Grab tensile strength conforming ASTM D-4632 @ 315 pounds
- Grab Tensile Elongation ASTM D-4632 with a Machine Direction/Cross Machine Direction (MD/CD) ratio equal to 15/10.
- Trapezoid Tear Strength ASTM D-4533 @ 120 pounds.
- Mullen Burst Strength ASTM D-3786 @ 600 psi.
- Puncture Strength ASTM D-4833 @ 120m pounds.
- Ultra-Violet Resistance after 500 Hours ASTM D-4355 @ 70% Strength.
- Apparent Opening Size ASTM D-4751 @ 40 US Sieve
- Permittivity ASTM D-4491 .05 sec -1

(f) **"Equality" - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense.**

Materials (Continued)

(g) All directions, specifications and recommendations by the manufacturer for the installation, handling, storing, adjustment and end-use of their material shall be complied with. The responsibility for proper placement shall rest with the Contractor.

Method of Construction

(h) The fabric material is to be carefully handled to prevent sagging and to prevent any undue stresses from occurring in the fabric prior to its installation.

(i) The fabric is to be unrolled in the direction parallel to the proposed drain pipes to be installed and shall be carefully fitted to the trench floor to ensure that neither bunching nor voids occur anywhere alongside or under the fabric prior to, and during, the placement of the backfill material. To that end, careful fitting around and about any specialized trench components, ordered by the engineer, shall be done in a similar careful manner to ensure a snug fit between the fabric and all adjacent surfaces, and such work shall be performed prior to the backfilling operations. Excess fabric material shall be trimmed without causing tearing or stress of any kind to the fabric.

(j) Where overlaps are required, they shall measure a minimum of one and a half (1.5') feet such that the separate pieces of fabric shall ultimately serve as one continuous support system. The Contractor shall investigate and adhere to manufacture specification for guidance on how to secure the overlapping pieces of fabric to each other.

Method of Measurement

(k) Measurement taken for payment shall be by the **square yard** of fabric installed **(Overlapping is not considered in the overall payment measurement)**.

Basis of Payment

(l) Under **Item 16** the Contractor will be paid the contract unit price per **square yard (overlaps not considered)** for furnishing and installing the woven polypropylene geotextile fabric, complete-in-place, which unit price shall include full compensation for all labor, materials, tools, equipment, and all incidentals necessary to complete the work under this item in accordance with the plans, as directed by the Engineer and as specified herein.

SECTION 8**Item 17 – FURNISH & PLACE ¾” FRACTURED CRUSHED STONE
(PRIMARILY FOR PIPE BEDDING)****Description**

(a) The work to be performed under this item consists of furnishing and placing three quarter inch (¾”) crushed stone for refilling excavation(s) when ordered by the Engineer, for the bedding of pipes, or for any other end use as shown on the plans or otherwise as the Engineer may direct. **The excess material displaced by the stone shall be excavated and disposed of under Item 12 or 13, whichever is applicable.**

Materials

(b) Crushed stone shall consist of clean, hard, tough, durable ledge rock, free from soft, thin, elongated, friable or laminated pieces, disintegrated stone, vegetable or other deleterious matter, and shall have a percentage of wear as determined by the Los Angeles Abrasion Test (A.A.S.H.T.O. Standard Method T96-49) of not more than thirty-five (35) per cent. The stone shall be thoroughly screened and the resulting material conforming to the gradation for three-quarter (¾) inch to one and one-quarter (1-¼) inch uniformly graded in size and quality, angular and free from rounded surfaces.

Method of Measurement

(c) Measurement taken for **Item 17** shall be by **the ton** for reasonably dry material as delivered to the site. The Contractor shall furnish the Engineer with receipts from the plant showing the weight of each load of fractured stone material which is furnished and placed, however the Engineer reserves the right to adjust payment in the event the volume of material is either not entirely used, and/or the material is excessively wet and/or the shipment has arrived on the site already partially used.

(d) Limits and payment lines have been established and are shown on the General Construction Details or are otherwise may be superceded by the site specific details as shown on the plans. No payment for crushed stone or screened gravel furnished and placed beyond these limits will be paid for unless specifically authorized by the Engineer.

(e) While the size of crushed stone may vary from three-quarter (¾) inch to one and one-quarter (1-¼) inch, the unit price named shall be for the stone used regardless of size.

Basis of Payment

(f) Under **Item 17** the Contractor will be paid the contract unit price **per ton** for crushed stone complete-in-place. The unit price shall include full compensation for all labor, tools, equipment, and all incidental work necessary to complete the work under this item as shown on the plans, as directed by the Engineer and as specified herein.

SECTION 9**Item 18 - GRAVEL FURNISHED FROM OUTSIDE THE SITE (FOR GENERAL USE)****Item 19 - DENSE GRADED CRUSHED STONE**Description

(a) Except for the gravel or dense graded crushed stone included as work to be done under other items all gravel or dense graded crushed stone used to complete the work called for in this contract shall be furnished from an off-site source and shall be subsequently placed under these items, as directed by the Engineer.

(b) The depths of dense graded crushed stone and gravel in (non-reclamation) roadway base course for various depths of bituminous concrete pavements are as follows: Four (4) inches of dense graded crushed stone over six (6) inches of gravel for two and one-half (2-1/2) inch pavements, four (4) inches of dense graded crushed stone over eight (8) inches of gravel for four (4) inch pavements, and six (6) inches of dense graded crushed stone over the undisturbed sub-grade for five and one-half (5-1/2) inch pavements, or as directed by the Engineer.

Materials

(c) All gravel shall be run of the bank gravel containing no stone larger than three (3) inches in diameter and shall be free from roots, or other foreign matter, but having a binding quality that will compact to a ninety-five (95) per cent compaction requirement. Dense graded crushed stone shall conform to Division III, Materials, subsection M2.01.7 of the Commonwealth of Massachusetts Department of Public Works Standard Specifications for Highway and Bridges, dated 1988. All gravel and dense graded crushed stone shall be subject to the approval of the Engineer. **All subsequent references to gravel in this section shall also apply to dense graded crushed stone.**

Method of Construction

(d) The gravel shall be spread from self-spreading vehicles, or with power graders of approved types or by hand upon the prepared sub-base. Care shall be taken while spreading the gravel to rake forward and distribute the largest stone, so that they will be at the bottom of the gravel course and be evenly distributed.

(e) The gravel so placed shall be thoroughly rolled true to the lines and grades, as directed, with a self-propelled three (3) wheeled roller or tandem roller weighing not less than twelve (12) tons until it presents a firm, stable and unyielding surface, and until it ceases to creep under the wheels of the roller. Any depressions that appear during or after rolling shall be filled with gravel and re-rolled until the surface is true and even.

(f) Any area that is inaccessible to mobile mechanical equipment or in restricted areas shall be compacted with pneumatic rammers or powered hand tampers.

(g) Compaction shall be carried on until the density of the material is not less than ninety-five (95) per cent of the Standard Proctor Density as determined by Standard Laboratory Compaction Test. The Contractor shall arrange and pay for and submit to the Engineer results of such tests taken in such number as to indicate a test of every eight hundred (800) square feet of compacted area.

Method of Construction (Continued)

(h) No lift of freshly placed material shall exceed twelve (12") in depth.

(i) The gravel base course shall be fine graded and rolled to a true grade, the prescribed number of inches in depth, and parallel to the finished grade of the work at hand. The Contractor shall, when the Engineer orders to do so, place iron pins or stakes wherever he may decide, and mark the necessary grades thereon, prior to the commencement of backfilling operations. The Contractor shall supply all the labor and material necessary to accomplish this task.

Method of Measurement

(j) Measurement taken for **Item 18** shall be by the **ton** for reasonably dry material as delivered to the site and which is subsequently placed. The Contractor shall furnish the Engineer with receipts from the plant showing the weight of each load of reasonably dry gravel material which is furnished and placed, however **the Engineer reserves the right to adjust the payment in the event the volume of material is either not entirely used, and/or the material is excessively wet, and/or the shipment has arrived on the site as already partially used.**

(k) Measurement taken for **Item 19** shall be by the **ton** for reasonably dry material as delivered to the site and which is subsequently placed. The Contractor shall furnish the Engineer with receipts from the plant showing the weight of each load of reasonably dry dense graded material which is furnished and placed, however **the Engineer reserves the right to adjust the payment in the event the volume of material is either not entirely used, and/or the material is excessively wet, and/or the shipment has arrived on the site as already partially used.**

Basis of Payment

(l) Under **Item 18** the Contractor will be paid the contract unit price **per ton** for furnishing and placing gravel, which unit price shall include full compensation for all labor, materials, tools and equipment, and all incidentals necessary to complete the work under this item as shown on the plans, as directed by the Engineer and as specified herein.

(m) Under **Item 19** the Contractor will be paid the contract unit price per ton for furnishing and placing dense graded crushed stone, which unit price shall include full compensation for all labor, materials, tools and equipment, and all incidentals necessary to complete the work under this item as shown on the plans, as directed by the Engineer and as specified herein.

SECTION 10**Item 20 – FURNISH & PLACE NOMINAL 2” x 12” x 8’ PRESSURE TREATED LUMBER
(AS DIRECTED TO TRESTLE THE 16” PIPE)****Description**

(a) Under this item, when ordered to do so by the Engineer, the Contractor shall furnish and install eight (8’) foot lengths of nominal 2” x 12” pressure treated wooden planks for the purpose of spreading the point load of the proposed pipe system over a larger surface area of earth for the purpose of enhancing the initial support of the pipe. These planks are to be installed in evenly spaced intervals as specified on the plan and/or as otherwise directed by the Engineer.

Materials

(b) The Contractor shall furnish nominal 2” x 12” pressure treated, southern yellow pine planks in eight (8’) foot lengths with a chemical treatment and application rate to correspond to the following. The chemical type and application rate shall be clearly tagged on the lumber;

- Acid Copper Chromate (ACC), Rate = 0.4 pounds / cubic foot
- Alkaline Copper Quat (ACQ), Rate = 0.4 pounds / cubic foot
- Copper Azole, Rate = 0.21 pounds / cubic foot
- Copper Citrate, Rate = 0.4 pounds / cubic foot
- Copper Dimethyldithio-Carbamate (CDDC), Rate = 0.2 pounds / cubic foot

Method of Construction

(c) The eight (8’) foot lengths of pressure treated lumber are to be the first element of the pipe support system to be installed. After the existing R.C.P. pipes have been excavated, the Contractor shall prepare the sub-base for placement of the wooden planks. The surface on which the planks are to be set upon is to be flat and true, and shall be compacted with a vibratory plate compactor. If the Contractor is not able to create such a bed utilizing existing material, he shall add either dense graded crushed stone or peastone to the existing bedding material as required to create a flat and level base.

Method of Measurement

(d) Under **Item 20**, the Contractor shall be paid for **each** 2” x 12” x 8’ pressure treated plank furnished and installed.

Basis of Payment

(e) Under **Item 20** the Contractor will be paid the contract unit price for **each** 2” x 12” x 8’ pressure treated southern yellow pine plank furnished and installed. The unit price shall include full compensation for all labor, materials, tools and equipment and all incidental work necessary to complete the work under these items as shown on the plans, as directed by the Engineer and as specified herein.

SECTION 11**Item 20 - FURNISH & PLACE 16" DIAMETER CLASS 50 DUCTILE IRON DRAIN PIPE****Description**

- (a) The Contractor shall furnish, trench and lay **sixteen (16") inch cement lined**, bell and spigot type, **Class 50 ductile iron** drain pipe, including all appurtenances, taps and connections if not specifically covered under other items, and shall during the course of the various installation processes, excavate and dispose of the existing drain pipe(s).
- (b) All labor, materials, notices and notifications, as-built diagrams, tools, equipment, and any other incidentals that are required to complete the work shall be provided by the Contractor, unless such element(s) is specifically covered under other items.
- (c) The following abbreviations may be used in these specifications:

ASHTO - The American Association of State Highway and Transportation officials
 ACI - American Concrete Institute
 ANSI - American National Standards Institute
 ASCE - American Society of Civil Engineers
 ASTM - American Society of Testing Materials
 AWS - American Welding Society
 AWWA - American Water Works Association

Fed. Spec. – Federal Specifications

DIPRA - Ductile iron Pipe Research Association
 NEWWA - New England Water Works Association

- (d) Where reference is made to a specification by one of the above mentioned or other associations, it is understood that the latest revisions thereof shall apply.

Materials

- (e) Ductile iron pipe shall conform to ANSI A-21.53 and AWWA C-153 with the following dimensions:

Size Diameter (Inches)	Class	Wall Thickness (Inches)	Outside (Inches)
16	50	0.34	17.40

- (f) The pipe shall be supplied in lengths not in excess of twenty (20) feet. Pipe shall be either the rubber-ring type push on joint, or standard mechanical joint pipe, as manufactured by the American Cast Iron Pipe Company of U.S. Pipe and Foundry Company, Clow Corp., or approved equal. Fittings shall meet the requirements of ANSI, NEWWA and AWWA specifications as applicable. Rubber gasket joints shall conform to ANSI A21.11 for mechanical and push-on type joints. All pipe and fittings shall have a double cement mortar lining and a bituminous coating on the outside in accordance with ANSI A21.4 except that cement mortar lining shall be 1/8-inch in thickness with a plus tolerance of 1/8 inch. Each pipe and fitting shall have cast on it, stamped into the metal and marked outside, the initials of the maker's name, the year cast and the class type.

Method of Construction

(g) The furnishing, trenching and laying items shall include all costs for the removal and disposal of all lumber not left in place; all temporary bridging and fencing, and the removal of the same, unless otherwise required by the Engineer; all pumping, bailing, and placing of all temporary underdrains used by the Contractor for the disposal of water; the proper handling of all sewage, storm water or flow in existing adjacent sewers, surface drains, under-drains, water mains and service pipes, or other conduits upon the surface of streets or lands; the building and the removal of all temporary pipe lines and all bulkheads; the removal and replacing of such portions of existing structures as may be necessary to make proper connections with the new work; the removal and/or subsequent reinstallation, where necessary, of pipes, conduits, sewers, under-drains, manholes, catchbasins, and similar existing structures, including the initial cleaning and proper handling and disposal of their undesirable contents, and the removal and/or reinstallation of any other structure including stonework, woodwork, ironwork, cemented stone, brick masonry, interior bracing, foundations and pilings; as well as the protection and restoration of buildings, walls, fences, water mains and service pipes, and other existing structures; the restoration and resurfacing of the trenches, except in paved streets which is covered by other items; accommodation and protection of travel, and all other incidental work.

(h) The Contractor shall be responsible for the liability, care, proper storage and safety of the pipe, fittings, valves and other material, until such time as they have been installed, tested and the entire contract has been accepted by the City. If any loss, damage or injury should occur to the materials between the time of acceptance by the Contractor and the final acceptance by the City, the Contractor shall, at his own expense, promptly replace or satisfactorily repair the pipe, specials, fittings, valves or other materials, or otherwise make restitution to the complete satisfaction of the Engineer.

(i) Under these items the Contractor is to aggressively ensure that all dust conditions are constantly kept under control. When directed, or as otherwise specified, the Contractor is to broom from the roadway all residual soil which has accumulated from the day's operation to remove all heavy deposits of residual soil from the paved surface(s). When so directed by the Engineer the application of water is then to be responsibly applied and this operation shall be performed on a daily basis and/or as often as the Engineer may deem necessary. The application of water is to be administered by use of hand-held hoses or, if in the opinion of the Engineer, hand-held hoses are not deemed to be the best manner in which to apply the water, then the Contractor is to apply the water by other approved means until such time as the dust condition is brought under control to the satisfaction of the Engineer. Whenever possible all soil residue shall be flushed towards the trench, and in no case shall any residue be flushed into catchbasins or any other utility structure or system. In the event the Contractor fails to keep the dust condition under control then the City reserves the right to intervene by sweeping the street with street sweeping units and the cost of such activities shall be either deducted from the contract payment or shall otherwise be billed directly to the Contractor.

(j) All open excavations shall be adequately safeguarded by providing temporary barricades, steel plates, caution signs, lights and any other means to prevent accidents to persons, and damage to property. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access to private property during construction shall be removed when no longer required. The length of open trench will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the Engineer. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the Engineer may require special construction procedures such as limiting the length of open trench, prohibiting the stacking of excavated material in the street, or by any other reasonable action(s).

(k) The Contractor shall take precautions to prevent injury to the public due to open trenches. All filled trench areas, excavated material, equipment, or other obstacles that could be dangerous to the public shall be well lighted at night and **in no case shall a trench remain open overnight.**

Method of Construction (Continued)

(l) Test pits, for the purpose of locating underground pipeline or structures in advance of the construction, shall be excavated and backfilled by the Contractor at the direction of the Engineer. Test pits shall be backfilled immediately after their purpose has been satisfied and the surface restored and maintained in a manner satisfactory to the Engineer. **Test pits shall be paid under the 'Exploratory Excavation(s)' item only when this item has been included in the contract**, otherwise the excavation and backfilling of test pits shall be considered as work incidental to furnishing and laying the pipe.

(m) Under this item, upon completion of the pipe installation, but before the backfilling operation commences, the Contractor is to create a dimensional diagram which clearly shows the detail of the installed service system, and the dimensional distance taken from a series of permanent, easily identified surface fixtures. These (tie) dimensions are to be taken to each key component of the installed system in such a way that these components may be easily found at some future date, especially when the area may be snowbound. The diagram and 'ties' to the system components are to be on a format, and contain information, that is acceptable to the Engineer. All ties are to be delivered to the Engineer at the end of each week to prevent the loss of this critical information.

(n) The Contractor shall make all connections to the existing drain mains in the locations shown on the plans, or otherwise as directed by the Engineer. All connections shall be of ductile iron pipe.

(o) The work and workmanship of installing drain pipe and fittings shall be of the highest quality and in accordance with the best pipe installation practice. Only skilled men experienced in this type of construction shall be employed.

(p) The Contractor shall provide all pipe cutters, special tools and equipment necessary, and shall do all the work required to make the connections to existing drain mains, as shown on the plans and as directed by the Engineer.

(q) In paved areas the surfacing materials shall be saw cut and subsequently excavated by the Contractor under proper management so as to prevent mixture with the materials below. In all cases the width of the excavation shall be sufficient to prevent loss of surfacing materials by the caving in of the sides of the trenches. The Contractor shall excavate the trench in a neat manner so that the trench sidelines through the surface material form straight and even lines parallel to the centerline of the pipe. The Contractor shall primarily use approved saws and secondarily use approved pneumatic pavement cutters prior to machine excavation to prevent the ripping or tearing of the existing surface, and to assure straight and even excavation. These initial and/or supplemental lines shall be approved by the Engineer in advance of the cutting. All special surfacing and foundation materials excavated by the Contractor which are deemed to be acceptable for the restoration of the surface, and/or all loam topsoil excavated by the Contractor which is deemed to be acceptable for the restoration of the topsoil surface shall be deposited along the line of the work in a manner approved by the Engineer, and shall be kept free from admixture with other materials.

(r) The excavations are to be opened in as many places and in such lengths of section as the Engineer shall direct, and the work carried on in each place by a separate gang consisting of as many men as he shall require. The Contractor shall make all excavations of sufficient widths to provide ample space for the construction of the pipelines and chambers; for bracing, sheeting, and the removal of ground water, and shall render the bottom of the excavation firm and dry and acceptable in all respects. The trench at the bottom shall be excavated only to widths sufficient to provide working space on each side of the pipe for laying, making tight joints, and compacting the backfill around the pipes. The minimum trench width shall be one (1) foot greater than the outside diameter of the pipe being laid. The maximum allowable trench width shall be three and one-half (3-1/2) feet greater than the outside diameter of the pipe being laid. The depth of trench shall be as shown on the profile or as otherwise directed by the Engineer.

Method of Construction (Continued)

(s) The Contractor shall sheet and brace the sides of the excavations sufficient for proper support and prevent any movement that could cause injury to the work and to adjacent property, utilities and structures.

(t) Bell holes of ample dimensions shall be excavated below the bottom of the trench at each joint to permit proper jointing. In excavating joint holes, stones larger than two (2) inches shall not be deposited under or against the sides of the pipe.

(u) Ductile iron pipe sections shall be laid with the bell on the upgrade end, unless otherwise directed. The ductile iron pipes and fittings shall be thoroughly cleaned before being laid, and shall be kept clean until accepted in the finished work. The Contractor shall carefully examine the ductile iron pipes for cracks or other defects before they are used in the work. If any defective pipe is discovered after it has been laid, it shall be removed and replaced with a sound pipe in a satisfactory manner by the Contractor, at his own expense.

(v) The ends of all incomplete lines shall be linked together to ensure continuous operation of the main drain when pipe laying is not in progress, and no debris shall be permitted to enter the pipe(s).

(w) When laying the pipe in rock lined trenches each pipe shall be aligned in the trench on spruce block placed one (1) near each end of the pipe, except in case of pipes more than twelve (12) feet long when a third block shall be placed to support the middle of the pipe. The pipe shall be held firmly in line on the blocks by the use of spruce wedges.

(x) Push-on joints shall be made in strict accordance with the manufacturer's instructions. Pipe shall be laid with bell ends looking ahead. A rubber gasket shall be inserted in the groove of the bell end of the pipe, and the joint surfaces cleaned and lubricated in accordance with the manufacturers instructions. The plain end of the pipe to be entered shall then be inserted in alignment with the bell of the pipe to which it is to be joined and pushed home with a jack, or by other approved means. After joining the pipe, a metal feeler shall be used to make certain that the rubber gasket is correctly located. **In addition, every length of pipe, once set, shall be provided with a temporary end cap that will serve as a preventative means to seal out any trench materials and/or undesirable liquids that may enter the trench during the construction processes.**

(y) Mechanical joints at valves, fittings and where designated shall be in accordance with the "Notes on Method of Installation" under ANSI Specification A21.11, and the instructions of the manufacturer. To assemble the joints in the field, the Contractor shall thoroughly clean the joint surfaces and rubber gasket with soapy water before tightening the bolts. Bolts shall be tight to the specified torques. Under no condition shall extension wrenches or pipe over handle to ordinary ratchet wrench be used to secure greater leverage.

(z) When it is necessary to cut and bevel the pipe, it shall be done by the Contractor in a manner approved by the Engineer and in accordance with the manufacturer's instructions. Upon request the Contractor is to provide to the Engineer a copy of the most recently issued directives concerning this work.

(aa) In backfilling the Contractor shall use great care in the selection and placing of the fill around the pipe. The fill around the pipe shall be selected earth materials of blended gravel-based composition, free from frozen lumps, and free from stones having a diameter of more than three (3) inches or otherwise crushed stone as may be called for by the Engineer. The fill around the pipes shall be placed by hand shovel and the selected material tamped under the pipe along its entire length via the use of iron tamping bars. Once the tamping process has been completed to the satisfaction of the Engineer the Contractor is to begin the backfilling operation, by thoroughly compacting the suitable material with pneumatic rammers or powered hand tampers as fast as placed up to a level of one (1) foot above the top of the pipe as specified herein and/or as shown on the plans. No plate compactors are to be used in this process unless allowed by the Engineer and his decision shall be final. The remainder of the trench shall be filled and the materials

Method of Construction (Continued)

compacted by the same powered means, as directed by the Engineer and/or as shown on the plans, to ensure against subsequent settlement. In backfilling trenches with rock fragments, enough earth shall be used in conjunction with the rock to fill the voids and shall be tamped in place to the satisfaction of the engineer. No heavy stones or large masses of earth, as from a power machine, shall be dropped into the trench in such a manner as to endanger the pipe or any adjacent or underlying utility. The materials used for backfilling in street trenches for a depth of one (1) foot above the top of the pipe, shall be selected portions of the excavated materials and shall be, where possible, of gravel. If directed, the entire material for filling shall consist of gravel.

(ab) When and where ordered by the Engineer, the Contractor shall backfill the trench to street level in order to permit the temporary resumption of traffic. Such backfilling to grade shall not relieve the Contractor of his responsibilities for the maintenance of the trench and the maintenance of safe travel until the final placing of the properly graded gravel roadway base and the installation of the permanent pavement at a later date, or for the re-excavation due to a failure of the line to meet pressure and leakage tests, or any other construction or reconstruction that may be required to satisfactorily complete the work.

(ac) In certain environmentally sensitive areas, or in certain cases where soils and gradient dictate the need for run-off control measures to be employed, then the Contractor shall, at the direction of the Engineer, install a manufactured silt sack under each catchbasin frame within the designated zone. This work, if called for based upon field observations, shall be done under **Item 2**, and shall be undertaken immediately upon notice to do so.

Method of Measurement

(ad) Measurement for **Item 20** for sixteen inch (16") diameter cement lined Class 50 ductile iron pipe, shall be the horizontal distance measured by the **linear foot**, from midpoint of fixture to midpoint of fixture, taken along the top center line of the pipe, without deduction for the linear length of manholes, trough boxes, valves, socket clamps, specials, fittings and other appurtenances.

Basis of Payment

(ae) Under **Item 20** the Contractor will be paid the contract unit price per **linear foot** for furnishing, trenching and laying sixteen inch (16") diameter cement lined Class 50 ductile iron pipe respectively, and for any special fittings and/or any other component, element and/or operation not otherwise listed on the Item Sheets of this contract, which unit price shall include full compensation for all labor, notifications, providing as-built diagrams and ties, as well as for all backfilling operations, materials, tools and equipment, and all incidental work, inclusive of daily dust control by the method of brooming and/or water application, and for all other incidentals that are necessary to complete the work under this item as shown on the plans, and as specified herein.

SECTION 12**Item 22 - STANDARD 4' INSIDE DIAMETER DRAIN MANHOLE
(CEMENT CONCRETE BLOCK TYPE)
(EXCLUSIVE OF COVER & FRAME)****Item 23 – ‘TROUGH BOX’ STRUCTURE
(TO TRANSITION PIPE AT ANGLE POINTS IN SHALLOW CUT AREAS)
(EXCLUSIVE OF COVER & FRAME)****Description**

- (a) Drain manholes and special ‘trough-box’ structures shall be built where shown on the plans, as directed by the Engineer and as specified herein.
- (b) Standard cement concrete manholes shall be built where the depth from the surface of the ground to the proposed invert is ten (10) feet or less. Special ‘trough-box’ structures shall be built where the depth from the surface of the ground to the proposed invert is deemed to be too shallow for the placement of a standard drain manhole.
- (c) Drain manholes and ‘trough-box’ structures shall be built of precast cement concrete blocks.

Material

- (d) Manholes and ‘trough-box’ structures shall comply with the details shown on the plans, or as otherwise shown in the City of Newton General Construction Details.
- (e) Drain manholes and ‘trough-box’ structures shall be built of cement concrete block and shall conform to Section M4.05.1 of the Commonwealth of Massachusetts Standard Specifications for Highways and bridges, dated 1988; except that all blocks shall be eight (8) inches in width.
- (f) The bottom slab of the sewer manholes may be of brick or of the Class A precast concrete, and inverts and water tables shall be of brick masonry.
- (g) Omitted
- (h) Mortar shall consist of cement and sand mixed in the proportion, by volume, of one (1) part cement and two (2) parts sand. Sand shall be clean, sharp, and shall have a gradation common to type known as "Brick Sand". Lime shall not be used.
- (i) Brick used in and/or incorporated into the construction of manholes, or in the construction of the invert, or under the frame and cover, or in the repair and/or restoration of existing sewer manholes, shall be the best quality clay sewer brick, of the class known as "Hard Sewer Brick", burned hard entirely through; shall be straight-edged, of compact texture, and regular and uniform in size and shape. Bricks shall be free from stones and pebbles, and free from cracks, checks or fractures extending into the body of the brick in such a manner as to effect their serviceability or strength. Bricks shall have a compressive strength of not less than four thousand (4000) pounds per square inch when tested (on edge) in accordance with the A.S.T.M. Specifications, Serial Designation: C32-24. They may be rejected if they absorb water to the extent of more than twelve (12) per cent of their dry weight after being dried and then immersed in water, in accordance with A.S.T.M. Specifications, Serial Designation: C32-24. Bricks shall be not less than two and one-quarter (2 1/4) by three and three quarters (3 3/4) by eight (8) inches nor more than two and one-half (2 1/2) by four (4) by eight and one-half (8 1/2) inches in size and shall be of rectangular cross-section. They shall have a

Materials (Continued)

smooth plane surface on two ends and at least one edge. When struck together, or when struck with a trowel, they shall give a clear ringing sound. Bricks may be rejected upon visual inspection by the Engineer if, in his opinion, they do not comply with these specifications as to size, shape and freedom from visible defects.

(j) Cement shall be air entrained and shall conform to the requirements of A.S.S.H.T.O. Designation M134-48, Type IA to IIA.

(k) Sand shall be composed of clean, hard, durable and impermeable particles resistant to wear and frost and free from injurious amounts of organic matter, loam, clay, salts, mica and weak grains.

(l) Coarse aggregate may be either gravel stone or crushed stone.

(m) Water shall be clean, clear and free from deleterious amounts of oil, acid, alkali, salts and organic matter.

(n) Class A concrete shall contain a minimum of five hundred sixty (565) pounds of cement per cubic yard of concrete and shall have a minimum compressive strength of two thousand four hundred (2400) pounds at seven (7) days and four thousand (4000) pounds at twenty-eight (28) days.

(o) Omitted

(p) Manholes and 'trough-box' structures shall be built to the dimensions, details and other specifications shown on the construction details.

(q) Section 201.62 of the Commonwealth of Massachusetts Standard Specifications for Highways and Bridges dated 1988, shall apply.

Method of Construction

(r) Manholes and 'trough-box' structures shall be built in the locations, to the dimensions, details and specifications shown on the plans or the construction details, and/or as directed by the Engineer.

Method of Measurement

(s) Under **Item 22** measurements taken for payment shall be taken by the **vertical foot** (exclusive of the frame and cover) **as measured from the finished invert of the manhole to a point one (1) foot below the grade of the finished rim of the manhole.**

(t) Under **Item 23** the Contractor shall be paid for **each** 'trough-box' structure complete-in-place (exclusive of the frame with companion cover or grate).

Basis of Payment

(t) Under **Item 22** or **Item 23** the Contractor will be paid the contract unit price per **vertical foot** of manhole, or for each 'trough-box' structure respectively, complete-in-place (**excluding the cost of a new or reset casting**), which unit prices shall include full compensation for all excavation, the disposal of all excess material, any and all pumping if required, and for all labor, materials, tools, equipment and all incidentals necessary to complete the work under these items as shown on the plans, as directed by the Engineer and as specified herein.

(u) Castings (i.e frame with companion cover or grate), either new, furnished by the City, or salvaged from pre-existing structures on the site, set in full mortar beds true to line and grade as directed shall be paid under **Item 27 or Item 28**, whichever is applicable.

SECTION 13**Item 24 - CORING THE REINFORCED CONCRETE CULVERT WALL ON ROWE ST. (20" DIAMETER)
(IF FIELD CONDITIONS NECESSITATE)****Description**

(a) Under **Item 24** the Contractor shall work closely with the Engineer to determine the best field alternative for connecting to the proposed pipe to the culvert on Rowe Street. In the event the Engineer determines that coring of the culvert wall is necessary then the Contractor shall fully expose the sidewall of the existing culvert on Rowe St. and shall thereafter, by **rotary means** as approved by the Engineer, and as owned and operated by a firm specializing in this type of concrete coring work, shall produce a single opening through the reinforced culvert wall for the purpose of passing the proposed 16" ductile iron pipe through to the interior side of the culvert. This work is to be undertaken by an approved firm that specializes in the removal of reinforced concrete by a non-impact means. **The Engineers decision in this matter shall be final.**

Method of Construction

- (b) Breaching the culvert wall shall not be accomplished with the use of impact hammers and/or impact devices.
- (c) The adjusted point of entry shall be clearly marked on the culvert wall prior to the commencement of the coring operation. The Contractor shall strategically plan the work such that the final opening, once completed, is no larger in any diametrical dimension, than **twenty (20) inches**. To that end multiple cores may be used to produce the final opening, **however the final payment shall be based solely on the single measurement of the verified width of the culvert wall.**
- (d) Sawcutting shall be allowed only if the blade can produce a symmetrical eight-sided opening without producing a residual kerf beyond the angle points.
- (e) Residual concrete material generated by this operation(s) shall not enter the culvert during the coring process. All residual cored material shall only be removed and discarded from the exterior side of the culvert wall.

Method of Measurement

- (f) Under **Item 24** the Contractor shall be paid, upon verification, **per inch of the averaged width/thickness of the existing culvert wall.**

Basis of Payment

- (g) Under **Item 24** the Contractor will be paid the contract unit price **per inch of the existing culvert wall thickness**, which unit prices shall include full compensation for all excavation, the disposal of all excess material, any and all pumping, and for all labor, materials, tools, equipment and all incidentals necessary to complete the work under these items as shown on the plans, as directed by the Engineer and as specified herein

SECTION 14**Item 25 - PLUG THE EXISTING OPENING IN THE CULVERT WALL ON ROWE ST.
(INCLUSIVE OF 'WATER-DAMMING' TO PERFORM THE WORK)****Description**

(a) **This item shall only apply, and shall only be paid, if Item 24 is selected by the Engineer as the alternative method for connecting to the new pipe to the culvert on Rowe St.**

(b) Under **Item 25** the Contractor shall fully expose the existing (obsolete) drain connection at the culvert wall, remove the existing vitrified clay pipe, and subsequently permanently seal the opening with a watertight plug to the full width of the culvert wall.

Material

(c) Water, sand and brick shall conform to the directives under **Section 12** of these specification.

(d) **Hydraulic cement** shall be used in these operations as approved by the Engineer.

Method of Construction

(e) The Contractor shall prepare for the abandonment of the existing 15" drain line by damming and/or diverting any flow of water on the interior side of the culvert wall and/or installing a remote rock lined sump pit located on the exterior side of the culvert to accomplish the task of creating a permanent seal.

(f) All residual vitrified clay material and any loose or deficient material around and about the opening, shall be removed.

(g) Subsequent to the cleaning and debrading of the opening the Contractor shall install a watertight plug which shall consist of **hard-clay sewer brick**, bound with a (non-lime) **hydraulic grade cement mortar**, which shall collectively extend to the limits of the full-width of the culvert wall.

(h) The Contractor shall remove all measures utilized for the diversion and/or control of water only after the plug has attained its initial set, such that the components of the plug are not adversely affected on the resumption of drain water flow.

Method of Measurement

(i) Under **Item 25** the Contractor shall be paid the **lump sum** price for the diversion and/or control of water, the removal of existing residual material and for the subsequent installation of a permanent watertight plug.

Basis of Payment

(j) **Subject to Paragraph a:** Under **Item 25** the Contractor shall be paid the **lump sum** price for the diversion and/or control of water, the removal of existing residual material and for the subsequent installation of a permanent watertight plug, which unit prices shall include full compensation for all excavation, the disposal of all excess material, any and all pumping if required, and for all labor, materials, tools, equipment and all incidentals necessary to complete the work under these items as shown on the plans, as directed by the Engineer and as specified herein

SECTION 15**Item 26 – FURNISH & INSTALL A MANHOLE COVER & FRAME****Item 27 – FURNISH & INSTALL A SINGLE CATCHBASIN GRATE & FRAME****Description**

- (a) Under **Item 26 and Item 27** the Contractor shall furnish and set covers and frames for manholes, or grates and frames for single grate type standard catchbasins respectively, as directed by the Engineer and as specified herein.
- (b) All existing round catchbasin grates and frames, "D" types and all other casting/frame types that do not conform to the City of Newton Specifications as noted below, shall be removed and replaced with such grates and frames that conform to these specifications.
- (c) Existing grates and frames and/or existing covers and frames which meet City of Newton standards are to be reset, and no new sets are to be installed until all such existing site materials have been exhausted. Any surplus sets, or component thereof, shall at the direction of the Engineer, be otherwise cleaned, off-loaded, and stockpiled at a City of Newton location at the direction of the Engineer

Materials

- (d) Manhole covers and frames shall comply with the directives and dimensions as shown in the City of Newton General Construction Details and shall be castings of first quality gray iron having an ultimate tensile strength of not less than twenty thousand (20,000) pounds per square inch, to which may be added steel to the amount of twenty (20) per cent and shall be castings of such character and weight as to make sound, strong, tough, durable castings of even grain, free from cracks, scales, lumps, blisters, air or sand holes, or other flaws or defects such as welding, burning in, plugging or excessive shrinkage. All manhole covers and frames shall be machined to insure a good fit and to prevent rocking. Specimen bars shall be furnished for testing purposes if required. The design and construction of all street manhole covers and frames shall be such as to safely insure their ability to support the road traffic, the minimum load being considered as one rear wheel of a 20-ton truck or steam roller transmitting a dead load of seven (7) tons, plus thirty (30) per cent for impact, uniformly distributed on any cover or grating. All covers shall be solid covers of flat design, each provided with four (4) one-half (1/2) inch holes for ventilation, with the appropriate word "DRAIN" or "SEWER" OR "WATER" cast in the cover, and shall have a diameter of twenty-four and three-eighths (24 3/8) inches. Covers and frames shall weigh not less than a total of four hundred and eighty (480) pounds. All castings shall be carefully coated over all surfaces with coal-tar pitch varnish composed of the best quality of coal-tar diluted with sufficient oil to make a smooth, tough, durable, tenacious coating which, when the iron is cold, will not have a tendency to become brittle or scale off. In coating the castings the hot dip process shall be used, the casting and the coating material to be heated to a temperature of three hundred (300) degrees F. and the casting immersed in the vat of coating material for five minutes and then drained of all surplus coating material. All castings used shall meet with the above requirements and be subject to the approval of the Engineer.
- (e) Single catchbasin grates and frames shall conform to **paragraph (d) of this section** of the specifications except that the minimum weight of a single catchbasin grate and frame set shall be four hundred and eighty (480) pounds and the minimum weight of a double catchbasin grate & frame set shall be nine hundred (900) pounds. In addition, these units shall also conform to the specifications shown on the City of Newton Construction Details.

Method of Construction

(f) Casting for catchbasins and manholes shall be brought to proper grade with a minimum of two courses of hard red brick. Both brick and casting shall be set in full mortar beds true to the lines and grades as directed.

(g) Brick shall conform to **Section 12**, of these specifications.

(h) Block shall be of solid cement concrete and shall conform to **Section 12** of these specifications.

(i) Mortar shall conform to **Section 12** of these specifications.

Basis of Payment

(j) Under **Item 26** the Contractor will be paid the contract unit price for **each** new matched manhole cover & frame complete in place, including furnishing and setting, and for manhole covers and frames, complete in place, which unit prices shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under these items, as shown on the plans, as shown in the City of Newton General Construction Details, as directed by the Engineer and as specified herein.

(k) Under **Item 27** the Contractor will be paid the contract unit price for **each** new matched single catchbasin frame & grate set, complete-in-place, including furnishing and setting, which unit prices shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under these items, as shown on the plans, as shown in the City of Newton General Construction Details, as directed by the Engineer and as specified herein.

SECTION 16**Item 28 - ADJUST A PRE-EXISTING UTILITY CASTING (EXCLUDING GATE BOXES)**Description

(a) Under **Item 28** any pre-existing utility fixtures such as manholes, catchbasins or any other similarly large utility casting, situated within the limits of the project area(s), shall be adjusted to the final proposed grade after the final grade of the target surface has been established,. The work shall be done in such a manner that during the removal of the casting **no debris falls into the invert** of the structure, and upon restoration of the casting there is no movement and once set the entire assembly is rendered flush and even with the adjacent finished area.

Materials

(b) All brick under the frame and cover, or in the repair and/or restoration of utility structures, shall be the best quality clay sewer brick, of the class known as "Hard Sewer Brick", burned hard entirely through; shall be straight-edged, of compact texture, and regular and uniform in size and shape. Bricks shall be free from stones and pebbles, and free from cracks, checks or fractures extending into the body of the brick in such a manner as to effect their serviceability or strength. Bricks shall have a compressive strength of not less than four thousand (4000) pounds per square inch when tested (on edge) in accordance with the A.S.T.M. Specifications, Serial Designation: C32-24. They may be rejected if they absorb water to the extent of more than twelve (12) per cent of their dry weight after being dried and then immersed in water, in accordance with A.S.T.M. Specifications, Serial Designation: C32-24. Bricks shall be not less than two and one-quarter (2 1/4) by three and three quarters (3 3/4) by eight (8) inches nor more than two and one-half (2 1/2) by four (4) by eight and one-half (8 1/2) inches in size and shall be of rectangular cross-section. They shall have a smooth plane surface on two ends and at least one edge. When struck together, or when struck with a trowel, they shall give a clear ringing sound. Bricks may be rejected upon visual inspection by the Engineer if, in his opinion, they do not comply with these specifications as to size, shape and freedom from visible defects.

(c) Cement concrete block shall conform to Section M4.05.1 of the Commonwealth of Massachusetts Standard Specifications for Highways and bridges, dated 1988; except that all blocks shall be eight (8) inches in width.

(d) Mortar shall consist of cement and sand mixed in the proportion, by volume, of one (1) part cement and two (2) parts sand. Sand shall be clean, sharp, and shall have a gradation common to type known as "Brick Sand". Lime shall not be used.

(e) If the adjusted utility fixture settles or if upon completion of the work the fixture is not even and flush with the adjacent area, or the set causes noise, then the Contractor shall cut out such portions of the existing work as may be necessary to reset the fixtures to the required grade or shall otherwise replace the set in its entirety. The resetting of the fixtures and the replacing of the cut out portions shall be done in a manner satisfactory to the Engineer. All the work done under this paragraph shall be done at the Contractor's own expense except where 'loose cover' noise is the cause of the problem then the City shall only pay for the cost of the new casting set under **Item 26 or Item 27** whichever is applicable.

Method of Construction

(f) Before any existing frame and grate set, or any frame and cover set is reused, the Contractor shall verify that the existing set is acceptable to the Engineer. If in the opinion of the Engineer the casting set should be replaced then the Contractor shall dispose of that inadequate casting at his own expense, or deliver it to the City of Newton if so directed, and shall thereafter replace the casting set with a new unit. The new unit, furnished and installed, shall be paid under **Item 26 or Item 27**, whichever is applicable.

(g) Prior to the removal of the castings, the Contractor shall define the location of the existing castings, and such locations shall be properly recorded by taking ties in a manner, and on a format, acceptable to the Engineer to whom he shall furnish a copy if so requested. The existing castings shall then be removed and carefully stored by the Contractor. The Contractor shall be held responsible for the protection of the castings and shall not place them alongside the roadway in such a way that the pedestrian and/or vehicular access is impaired.

(h) The masonry shall be removed from the structures to a level below the proposed subgrade or otherwise, **in those cases where a reclamation process is to be performed, the structures will be taken down to a level eighteen inches (18") below the existing roadway surface.** Subsequently the structures shall be covered with three-eighth (3/8) inch steel plates during construction as directed by the Engineer. The castings shall be replaced and set to finished grade only after the binder course of pavement has been laid. All generated debris shall be immediately removed from the site.

(i) During the course of construction the catchbasin structures shall be covered with perforated steel plates which shall be backfilled with an approved crushed stone to allow for continued drainage. All other aspects of the final adjustment procedure shall be as described in **paragraph (e), (f) & (g)** of this section.

(j) The work shall be done in such a manner that during the course of removal no debris falls into the invert of the structure, and upon restoration there will be no movement of the casting after it has been set to the proposed finish grade of the target surface. The Contractor shall immediately remove any debris which falls into any City of Newton owned structure, and shall immediately notify any utility company when debris falls into any privately owned structure. The Contractor is ultimately responsible for the cleaning of any structure which is adversely affected by his operations.

(k) After the castings are set to finished grade the area of excavated pavement around the casting shall be replaced with **four inches (4") bituminous concrete binder**, fully compacted to the full depth of the pavement and **only with an approved pneumatic tamping bit.** No plate compactors will be allowed during this patching operation, however, the Contractor must exercise extreme care not to disrupt the grade of the newly set casting.

(l) Any frames, grates or covers damaged or lost during construction shall be replaced by the Contractor at his own expense.

Basis of Payment

(m) Under **Item 28** the Contractor will be paid the contract unit price for **each** pre-existing manhole or catchbasin casting, of any type (exclusive of Gate & Service Boxes), that is removed, and subsequently adjusted to the proposed line and grade. The unit price shall include full compensation for all labor, materials, tools and equipment and all incidental work necessary to complete the work under these items in accordance with the plans, as directed by the Engineer and as specified herein.

(o) Four inch (4") Bituminous concrete binder used for patching around the casting shall be paid for under **Item 31.**

(p) New castings shall be paid for under **Item 26 or Item 27**, whichever is applicable.

SECTION 17**Item 29 - 2" BITUMINOUS CONCRETE FOR TEMPORARY PATCH****Item 30 - 4" TYPE I-1 BITUMINOUS CONCRETE FOR PERMANENT (PATCH)
TRENCH RESURFACING (PLACED IN TWO COURSES)****Description**

(a) When directed by the Engineer, trenches and areas disturbed by the Contractor shall be resurfaced with bituminous concrete Type I-1.

(b) When in the judgement of the Engineer, conditions necessitate the installation of temporary resurfacing of the trench, this work shall be done and paid for under **Item 29**. The Contractor is to install temporary resurfacing at the end of every work week or as often as the Engineer may direct as the conditions may warrant. Once installed the temporary resurfacing shall be maintained by the Contractor until the permanent resurfacing is installed, and any settlements, or other trench failures shall be repaired to the satisfaction of the Engineer at the Contractor's own expense.

(c) The Contractor shall continually review and maintain all trenches in order to provide safe and unobstructed passage, at all times, for both vehicular and pedestrian traffic. In addition, all trenches and areas that are permanently resurfaced by the Contractor shall be guaranteed against settlement, upheaval or failure of any kind for a period of one (1) year after the City accepts the work, and he shall replace such resurfacings at his own expense. The City Engineer shall be sole judge as to what constitutes a failure, and which portion of the resurfacing is to be replaced, and his decision shall be final.

(d) After the utility, pipe laying and/or other site improvement work has been completed and tentatively accepted by the City of Newton, permanent trench resurfacing, under **Item 30**, shall be installed in two courses. However, prior to the installation of the four (4) inch permanent patch the Contractor must be certain that all areas are fully compacted to ninety-five (95) percent density from the bottom of the trench to the top. Further, permanent trench resurfacing operations, once begun, are to be carried out without interruption and in a systematic and responsible manner.

To that end the Contractor is to coordinate his activities such that the trench area, at the end of the workday, has been excavated, appropriately filled and compacted with designated base materials, bindered and topped, all in one day, in order to provide a seamless operation and to eliminate any surface unevenness between the existing roadway pavement surface and the new trench patch.

Further, all permanent trench patch resurfacing must be installed throughout each independent site and/or project zone before the Contractor will be allowed to begin new construction activities elsewhere.

In addition the Contractor shall closely coordinate his preparation activities and the overlay installation such that the trench- cap overlay is installed directly behind the preparation operation.

Materials

(e) Bituminous concrete shall be Type I-1, mixed and transported as specified in the Commonwealth of Massachusetts Department of Public Works Standard Specifications for Highways and Bridges, dated 1988, Sections 460 and M3.

Method of Construction

(f) When temporary resurfacing is required, no dense graded crushed stone will be placed in the trench. The trench shall be brought to a grade one and one-half (1-1/2) inches to two (2) inches below the existing pavement with gravel thoroughly compacted and subsequently topped with a one and one-half (1-1/2) inch to two (2) inch depth of bituminous concrete. The depth of temporary patch shall be as directed by the Engineer, but in no case shall exceed two (2) inches in depth.

(g) The temporary bituminous concrete shall be laid, compacted and finished in accordance with the Engineer's directions, and as often as he shall direct regardless of the quantity.

(h) When replacing the temporary resurfacing with permanent resurfacing, the existing edge of the previously sawcut pavement shall not be damaged and sufficient gravel shall be excavated to such depths as to accommodate the prescribed depths of bituminous concrete, gravel and dense graded crushed stone courses..

(i) Under **Item 30** Type I-1 bituminous concrete for permanent trench resurfacing shall be laid on a gravel and dense graded crushed stone base built under **Item 18 or Item 19**, whichever is applicable. **Before such operations begin the Contractor shall cleanly cut and excavate the existing bituminous roadway by a means and method approved by the Engineer.** Subsequently the depth of the four (4") depth permanent bituminous concrete pavement shall be laid in two courses. The first course shall be two and one half (2 1/2) inches of Type I-1 binder, compacted with a vibratory plate compactor having a manufacturers rating plate attached at the factory to confirm the unit is capable of generating a centrifugal force of no less than six thousand (6000) pounds and such binder material is to be placed upon eight (8) inches of gravel topped with a maximum four (4) inches of dense graded crushed stone, however the depths of the base materials shall only be installed as pre-approved by the Engineer. The second course shall be one and half (1 1/2) inches of Type I-1 top applied in the conventional manner.

(j) The bituminous concrete, for full width permanent roadway pavement(s), or the final top applied to the permanent patch trench sections that have been previously bindered, shall be spread with a mechanical spreader of the self powered type having a floating screed assembly controlling the elevation of the strike-off. The screed or strike-off member shall be adjustable to the shape of the cross-section of the finished pavement and shall be of such design as to produce without tearing, shoving or gouging, a finished surface of the evenness and texture desired. The use of road graders, or towed spreaders, shall not be allowed. If, in the opinion of the Engineer, the spreading and finishing equipment is not providing satisfactory results, he shall order the use of such equipment be discontinued and other satisfactory spreading and finishing equipment shall be provided by the Contractor. Hand spreading may be used in places inaccessible to the machine and when permitted by the Engineer. When hand spreading is permitted, the mixture shall be dumped, upon arrival, on approved steel dump sheets outside the area in which it is to be spread and shall then immediately laid to the required depth.

(k) The Engineer may at any time order the use of side forms which shall be of a type subject to his approval. The forms shall be set so that the finished pavement shall be at a true line and grade as determined by the Engineer. The Engineer may in lieu of forms order the use of iron pins with grade marked thereon, so placed that they will not interfere with the travel of the machine spreader, but close enough so that a short straight edge placed on the newly laid pavement can reach a string line tied from pin to pin, and afford a visual check on the thickness of the newly laid pavement. The Engineer may order the pins to be used on the base, binder, or top courses. All expenses involved in the use of pins including the furnishing of such iron pins shall be borne by the Contractor.

Method of Construction (Continued)

- (l) The bituminous concrete must be kept clean during hauling and handling and covered during transit with canvas or other material which will retain the desired pavement temperature. These mixtures must not be hauled in such a manner that segregation of the ingredients takes place, or that a crust is formed on the surface, or that the mixture will crumble or flatten out when dumped. Trucks which transport the mixture shall be tight, and the side of the bodies shall be coated with a thin film of soap solution. The dispatching of trucks from the distribution point shall be so arranged that all the material which is to be delivered at or on the road surface during any day may be placed and shall have received final compression in a continuous manner in order to minimize cold seaming.
- (m) The bituminous concrete mixture shall be delivered to the work in such condition that it is easily workable and can be efficiently laid. The mixture shall be laid only on an approved base course which is dry and only when weather conditions are suitable which shall be decided by the Engineer.
- (n) Under **Item 30** the permanent bituminous concrete shall only be applied in bright sunlight or partly cloudy weather without the threat of rain. The Contractor is not to schedule and/or apply any bituminous concrete, whose end use is for permanent installation(s), unless such favorable weather conditions are professionally forecast by a recognized weather agency, and at the request of the Engineer, this forecast shall be filed with Engineer in hard-copy form. Further, no bituminous concrete shall be applied upon a residually wet surface, and no bituminous concrete which has been prematurely cooled by rain, either on the roadway or on the truck, will be accepted.
- (o) The temperature of the mixture to be laid shall be between two hundred and twenty-five (225) degrees Fahrenheit and three hundred and twenty-five (325) degrees Fahrenheit and no mixture shall be placed when the air temperature in the shade and away from artificial heat is forty (40) degrees Fahrenheit or less. Variation from these temperatures may be permitted only on written permission of the Engineer.
- (p) The edge of the asphalt mixture adjacent to rigid curb lines, around manholes, or other solid fixtures or where no shoulder is constructed, shall be hand tamped before being rolled.
- (q) The bituminous concrete shall be laid in the prescribed number of courses as shown on the plans or as determined by the Engineer. All depths of courses shall mean the finished depths after rolling. All courses must be laid so that they will have the required thickness and be parallel to the proposed finished grade of the surface.
- (r) After the paving mixture has been properly spread it shall be thoroughly and uniformly compressed by rolling with power rollers. On projects involving less than one hundred and fifty (150) tons of paving mixture per day one (1) tandem roller of not less than ten (10) tons shall be used. On projects using more than one hundred and fifty (150) tons but less than three hundred and fifty (350) tons two (2) rollers shall be required with one (1) additional roller for each two hundred (200) tons of mixture per day thereafter. A day shall be construed as eight (8) hours working time. If, in the opinion of the Engineer, satisfactory compaction is not obtained by rolling with a tandem roller, the Engineer may order the rolling to be done with ten (10) to twelve (12) ton three (3) wheeled roller with wheels not less than twenty-four (24) inches wide. All rollers used shall weigh at least two hundred and fifty (250) pounds per inch width of tread. Each roller shall be in charge of a competent, experienced roller operator and shall be kept in a nearly continuous operation as practical while the work is under way. Rolling shall be continued and so executed that all roller marks, ridges, porous spots and impressions are eliminated, and the resulting surface has the required grade and contour. Rolling shall proceed at a rate not to exceed two hundred and fifty (250) square yards per hour, per roller. To prevent adhesion of the mixture to the roller the wheels shall be kept properly moistened but excess water or oil will not be permitted. Along forms, curb headers and similar structures and all places not accessible with a roller, the mixture shall be thoroughly compacted by tampers. Such tampers shall weigh not less than twenty-five (25) pounds and shall have a tamping face of not more than fifty (50) square inches.

Method of Construction (Continued)

The surface of the mixture after compressing shall be smooth and true to the established crown and grade. Any mixture which becomes loose and broken, mixed with dirt or in any way defective shall be removed and replaced with fresh mixture, which shall be immediately compacted to conform with the surrounding area. Areas of one (1) square foot or more showing an excess of bitumen shall be removed and replaced.

- (s) The densities of the completed pavement shall be not less than ninety-two (92) percent of the calculated density of a voidless mixture composed of the same materials in like proportions. After final compression, samples will be taken from the completed pavements and when tested by standard laboratory methods shall show compliance with aforesaid density requirement.
- (t) Placing of the mixture shall be as nearly continuous as possible and the roller shall pass over the unprotected end of the freshly laid mixture only when the laying of the course is to be discontinued for such length of time as would permit the mixture to attain initial stability. In all such cases, including the formation of joints as hereinafter specified, provisions shall be made for proper bond with the new surface for the full specified depth of the courses. Transverse joints shall be formed by cutting back on the previous days run so as to expose the full depth of the course. When the laying of the course is resumed, the exposed edge of the joint shall be painted with a thin coat of hot asphalt cement and the fresh mixture shall be raked against the joint. Hot smoothers or tampers shall be carefully employed in such a manner as to heat the old pavement sufficiently, without burning it, to insure proper bond and then rolled. The work of setting up or making these joints shall be performed by competent workmen who are capable of making a correct, clean and neat joint.
- (u) The lengths of lanes or strips of bituminous concrete in the base, binder and top courses shall be under control of the Engineer at all times. The Contractor shall lay such lengths as approved by the Engineer and then lay all adjacent strips to the full width of the roadway before being allowed to proceed ahead with other lanes. The practice of laying lanes of bituminous concrete for such lengths that an unduly long period of time elapses before laying adjacent lanes shall not be allowed.
- (v) The finished surface shall present an even texture free from blemishes, ridge marks or imperfect spots and it shall be true as to line and grade. When tested with a sixteen (16) foot straight edge placed parallel with the center line of the surface course there shall be no deviation from a true surface in excess of one-quarter ($1/4$) of an inch. A ten (10) foot straight edge may be used on vertical curves. If any soft or imperfect places or spots develop in the surface, all such places shall be removed and replaced with new material and then rolled until the edges at which the new work connects with the old becomes invisible. All such removal and replacement of unsatisfactory surfacing shall be done by the Contractor without additional compensation.
- (w) The edges of the permanently resurfaced trenches (where the new bituminous concrete meets the existing pavement) shall be sealed with bitumen and lightly backsanded, as directed by the Engineer. Bitumen used for sealing shall be RS-1 emulsion or other approved bitumen.

Method of Measurement

(x) Measurements taken for payment under **Item 29** shall be by the **ton** of bituminous concrete actually used. The Contractor shall furnish the Engineer with receipts from the plant showing the weight of each load of bituminous concrete furnished and placed, however the Engineer reserves the right to adjust payment in the event the volume of material is either not entirely used or the shipment has arrived on the site as already partially used.

(y) Measurements taken for payment under **Item 30** shall be by the **ton** of bituminous concrete actually used, and shall be taken to limits as pre-approved by the Engineer. Areas disturbed by the Contractor beyond these limits shall be paved, but shall not be measured for payment. The sealing operation described in **paragraph (w)** above shall be included in the measurement for payment. The Contractor shall furnish the Engineer with receipts from the plant showing the weight of each load of bituminous concrete furnished and placed, however the Engineer reserves the right to adjust payment in the event the volume of material is either not entirely used or the shipment has arrived on the site as already partially used.

Basis of Payment

(z) Under **Item 29** the Contractor will be paid the contract unit price **per ton** for bituminous concrete Type I-1 for temporary trench resurfacing, complete-in-place, which unit price shall include full compensation for all excavation of undesirable material, and the disposal thereof, and for all labor, materials, tools and equipment, and all incidentals necessary to complete the work under this item in accordance with the plans, as directed by the Engineer and as specified herein.

(aa) Under **Item 30** the Contractor will be paid the contract unit price **per ton** for bituminous concrete Type I-1 used for permanent 'patch' trench resurfacing, which unit price shall include full compensation for all excavation of undesirable material, and the disposal thereof, in addition to all labor and materials, and for all tools and equipment and all incidentals necessary to complete the work under this item in accordance with the plans, as directed by the Engineer and as specified herein.

(ab) Gravel and/or dense graded crushed stone used to build the base for Permanent trench resurfacing shall be paid for under **Item 18 or Item 19**, whichever is applicable, however the Engineer reserves the right to limit the use of either of these elements in the event the existing material is deemed to be adequate for this end-use.

SECTION 18**Item 31 – 3” TYPE I-1 BITUMINOUS CONCRETE FOR THE RECONSTRUCTION OF WALKS & DRIVEWAYS
(PUBLIC & PRIVATE PROPERTY)****Description**

- (a) Bituminous concrete walks and/or drive aprons and/or driveways shall be constructed in locations shown on the plans or where directed by the Engineer.
- (b) Excavation shall be done and paid for under **Item 12**.
- (c) Bituminous concrete walks and/or drive aprons shall consist of a six (6) inch gravel base, eight (8) inches at driveways and a two (2) inch course of dense graded crushed stone, topped with a two (2) inch bituminous concrete Type I-1 wearing surface. All dimensions shall mean the finished compacted depths. The width of the walk shall be five (5) feet unless other widths are called for on the plans or by the Engineer.

Materials

- (d) Gravel and dense graded crushed stone shall conform to **Section 9** of these specifications.
- (e) This type of pavement shall be composed of mineral aggregate, mineral filler and bituminous material, plant mixed and laid hot. The mixing and materials shall conform to the current specifications as set forth in the Commonwealth of Massachusetts Department of Public Works Standard Specifications for Highway and Bridges, Sections 460 and M3, dated 1988
Bituminous concrete Type I-1.

Method of Construction

- (f) The walks and/or drive aprons shall be excavated or filled to subgrade ten (10) inches below and parallel to the finished grade. At driveways the walks shall be excavated or filled to subgrade twelve (12) inches below and parallel to the finished grade. The gravel base course and the dense graded crushed stone course shall then be constructed and rolled with roller weighing not less than three (3) tons and not more than five (5) tons until the surface presents a firm unyielding surface satisfactory to the Engineer.
- (g) **Section 9, paragraph (e) through (i)**, of these specifications shall apply.
- (h) All bituminous concrete walks and/or drive aprons shall be constructed with the use of side forms. The forms shall be clean, smooth, and free from warp, of sufficient strength to resist springing out of shape and of a depth to conform to the thickness of the bituminous concrete wearing surface. The forms shall be well staked and thoroughly braced and set to the proposed line and grade.
- (i) The bituminous concrete shall consist of a three (3) inch finished depth of Type I-1 bituminous concrete laid in two (2) courses, a base or binder course of one and three-quarter (1 3/4) inch and a top or wearing course of one and one quarter (1 1/4) inch. All dimensions shall mean the finished depths. The mixture shall be placed from approved dump sheets or wheelbarrows fed directed from trucks. Dumping the mixture directly from trucks on the base will not be allowed.
- (j) **Paragraphs (h) to (k) inclusive**, of **Section 17** of these specifications shall apply.

Method of Construction (Continued)

- (k) The separate courses shall be rolled with a self-propelled equally balanced tandem roller weighing not less than three (3) tons and not more than five (5) tons. In places inaccessible to a power roller, compaction shall be obtained by means of hand tampers.
- (l) The roller shall pass over the unprotected end of the freshly laid mixture only when the laying of the mixture is to be discontinued at the end of the day's operation. In such cases, provisions shall be made for proper bonding with new surface mixture by cutting back over the full width and depth of the course. When laying of the course is resumed, the exposed edge of the joint shall be painted with a thin uniform coat of hot asphalt, just before the new mixture is laid.
- (m) The finished surface shall present an even and true contour. When tested with a ten (10) foot straight edge placed parallel to the center line of the surface course there shall be no deviation from a true surface in excess of one quarter (1/4) of one (1) inch. The sides when the forms are removed shall present a true line conforming to the line desired.
- (n) Landings and roundings at the street corners shall be constructed as specified in the construction details and/or as directed by the Engineer.

Method of Measurement

- (o) Measurements taken for payment under **Item 31** shall be by the **ton** of bituminous concrete actually used. The Contractor shall furnish the Engineer with receipts from the plant showing the weight of each load of bituminous concrete furnished and placed, however the Engineer reserves the right to adjust payment in the event the volume of material is either not entirely used or the shipment has arrived on the site as already partially used.

Basis of Payment

- (p) Under **Item 31** the Contractor will be paid the contract unit price **per ton** for the bituminous concrete walks and/or drive aprons. The unit price shall include full compensation for all labor, materials, tools and equipment and all incidental work necessary to complete the work under this item as shown on the plans, as directed by the Engineer and as specified herein.
- (q) Gravel and/or dense graded crushed stone used to build the base shall be paid for under **Item 18 or Item 19**, whichever is applicable, however the Engineer reserves the right to limit the use of either of these elements in the event the existing material is deemed to be adequate for this end-use.
- (r) Excavation shall be done and paid for under **Item 12**.

SECTION 19**Item 32 – 4,000 PSI CEMENT CONCRETE WITH LAMPBLACK (@ 2 POUNDS/CY)
FOR SIDEWALK AND/OR DRIVEWAY PANEL REPAIR****Description**

(a) All cement concrete walks and/or driveway aprons and/or cement concrete driveways on private lands, in whole or in part, that are necessarily disturbed under this contract, or any additional adjacent walkway and/or driveway apron areas which are deemed to be deficient by the Engineer, shall be neatly sawcut along the nearest joint as determined by the Engineer, and shall be subsequently rebuilt so that they meet the proposed line and grade of the adjacent existing walks in a manner satisfactory to the Engineer.

(b) Excavation shall be done and paid for under **Item 12**.

(c) The base for the cement concrete walks and/or driveway aprons shall consist of a six (6) inch gravel base course and a two (2) inch course of dense graded crushed stone. Dimensions shall mean the finished compacted depth. The width of the walk shall typically be five (5) feet unless other widths are called for on the plans or by the Engineer. The width of the driveway apron shall typically be eight (8) feet unless other widths are called for on the plans or by the Engineer.

Materials

(d) Cement concrete shall be of an air entrained type conforming to the current specifications of Section M4 of the Massachusetts Standard Specifications for Highways and Bridges supplement of June 19, 1985. Cement concrete shall have a 28 day compressive strength of 4000 PSI using 3/4 inch aggregate, and with an entrained air content of 7.0 + 1.0%.

ADD MIXTURES: Ordinary or emulsified carbon black - **2 pounds per cubic yard**, unless otherwise directed by the Engineer.

Upon delivery of each and every concrete mix, the Engineer shall be furnished with a slip clearly stating the design mix and the quantities of the above mentioned add mixture, and any other add mixtures present in the mix. Any concrete mix, which when tested on the job site is found to contain quantities of entrained air less than six (6) or more than eight (8) per cent or which yields a slump of less than three (3) inches or greater than five (5) inches shall be rejected, the decision of the Engineer shall be final. The Engineer reserves the right to change the above mix in order to meet the required strength test.

(e) All concrete shall be transit mix and shall conform to the current specifications of A.S.T.M. C-94. Hand mix concrete or machine mixed on the job concrete shall be used only when permitted by the City Engineer in writing.

(f) Premoulded asphalt expansion joints shall conform to the requirements of AASHTO Designation M33.

(g) The walks and/or driveway aprons shall be neatly sawcut along the nearest practical score line and/or to any other limit as directed by the Engineer. Walks and aprons shall then be excavated and subsequently filled to a subgrade twelve (12) inches below and parallel to the finished grade, as shown on the plans, or as directed by the Engineer, or as specified herein.

Method of Construction

(h) Upon the prepared subbase, the gravel and dense graded crushed stone base course shall be constructed and rolled with rollers weighing not less than three (3) tons and not more than five (5) tons until the surface presents a firm unyielding surface satisfactory to the Engineer.

(i) Any area that is inaccessible to mobile mechanical equipment or in restricted areas shall be compacted with pneumatic rammers or powered hand tampers.

(j) Compaction of the sub-base material(s) shall be carried on until the density of the material is not less than ninety-five (95) per cent of the Standard Proctor Density as determined by Standard Laboratory Compaction Test. If the Engineer deems it necessary the Contractor shall arrange and pay for and submit to the Engineer results of such tests taken in such number as to indicate a test of every eight hundred (800) square feet of compacted area, however the Contractor will always be solely responsible for the structural integrity of the sub-base materials and for full compliance with the stipulated compaction requirement(s).

(k) All concrete walks and drive aprons shall be constructed with the use of side forms. The forms shall be clean, smooth and free from warp. Forms for straight concrete walks shall be two by fours (2"X 4"s) and for driveway aprons forms shall be two by sixes (2"X6"s) staked at intervals no greater than four (4) feet, forms for curved sections of concrete walks shall be four (4) inch strapping staked as directed by the Engineer, but in no case at intervals greater than four (4) feet. The forms shall be thoroughly braced and set to the proposed line and grade.

(l) Sidewalks and driveway aprons shall be constructed in one (1) course having a total finished depth of cement concrete that is four (4) inches in depth for walkways or six (6) inches in depth for driveway aprons. Top or wearing courses shall not be permitted.

(m) The end of every pour shall end at joints. Fresh concrete will not be allowed to be placed against previously laid concrete which has attained its initial set, excepting at full vertical joints.

(n) The walks shall be blocked out in rectangular sections measuring not more than six (6) feet in any dimension and no transverse joint for drive aprons shall be spaced more than six (6) feet apart. Transverse joints for a distance of twenty (20) feet, more or less, shall be dummy joints with an approved edging tool which shall score the joints a minimum of one (1) inch in depth. The concrete walks shall be placed in alternate slabs twenty (20) feet, more or less, in length. The slabs for walks shall be separated by transverse premoulded asphalt expansion joints one-half (1/2) inch in thickness and a depth of not less than the full thickness of the walk set at right angles to the walk and to the side forms, in addition a transverse premoulded asphalt expansion joint shall be placed where the four inch walk. No finishing operation shall be performed while free water is present. Finishing operations shall be delayed until all bled water and water sheen has left the surface and the concrete has started to stiffen. After water sheen has disappeared, edging operations where required shall be completed. After edging and jointing operations, the surface shall be floated with either aluminum or magnesium floats. Immediately following floating, the surface shall be steel-troweled. If necessary, tooled joints and edges shall be rerun before and after troweling to maintain uniformity. After troweling, the surface shall be brushed by drawing a soft-bristled pushbroom with a long handle over the surface of the concrete to produce a nonslip surface. In conveying the concrete from the place of mixing to the place of deposit, the operation shall be conducted in such a manner that no mortar will be lost, and the concrete shall be so handled that the concrete will be of uniform composition throughout, showing neither excess nor lack of mortar in any one place.

(o) Premoulded asphalt expansion joints shall be placed adjacent to or around existing curb, walks, buildings and other structures designated by the Engineer.

Method of Construction (Continued)

(p) No concrete shall be placed on a frozen subbase nor shall concrete be poured when the air temperature is thirty-three (33) degrees Fahrenheit and falling, unless permitted by the Engineer, in which case the adequate means for the protection of the concrete must be provided for. No salt or other unauthorized admixtures shall be used. When completed, the newly laid concrete shall be protected from all traffic and the weather for a period of three (3) days. The Concrete shall be cured by spraying with an approved curing compound of a recognized brand applied in accordance with the manufacturer's instructions.

(q) This item shall also apply to cement concrete walks and/or concrete driveways on private lands that have to be rebuilt to meet the proposed line and grade.

(r) All water service boxes, and/or any other service box, and/or any handhole, which falls within the walk and/or driveway apron area is to be raised such that the top plane of the utility cover shall be set flush with the finished sidewalk surface, and such work shall be carried out to the satisfaction of the Engineer.

(s) In those cases where 'frozen' water service boxes are encountered the Contractor is to bring these special cases immediately to the attention of the Engineer, and upon his order to do so, the Contractor shall either remedy the situation by a means which is acceptable to the Engineer or shall otherwise retrieve corrective materials from the City of Newton Utility, and subsequently install them to the satisfaction of the Engineer.

Method of Measurement

(t) Four (4) inch **cement concrete walks**, or portions thereof, shall be measured for payment by the **cubic yard**.

(u) Six (6) inch **cement concrete driveway aprons**, or portions thereof, shall be measured for payment by the **cubic yard**.

Basis of Payment

(v) Under **Item 32** the Contractor will be paid the contract unit price per **cubic yard** for the cement concrete walks and/or driveway aprons complete-in-place, including the premoulded asphalt expansion joints, the raising of all service boxes to the finished grade. The unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item as shown on the plans, as directed by the Engineer and as specified herein.

(w) Gravel and/or dense graded crushed stone used to build the base for base shall be paid for under **Item 18 or Item 19**, whichever is applicable, however the Engineer reserves the right to limit the use of either of these elements in the event the existing material is deemed to be adequate for this end-use.

(x) Excavation shall be done and paid for under **Item 12**.

SECTION 20**Item 33 – 6” DEPTH LOAM BORDER & LAWN RESTORATION**Description

(a) Loam borders shall be built between the inside edge of the curbing and the edge of the sidewalk in locations shown on the plans or designated by the Engineer, and/or lawns (either public or private) shall be rebuilt under this item. **The depth of the loam shall be six (6) inches measured in its finished state.** The finished grade of the loam border shall be such that the edges of the loam border and the sidewalk shall meet flush and at the same grade after rolling. The same shall apply on the inside edge of the curb.

Materials

(b) Loam shall be clear, rich, dark colored loam friable, reasonably well supplied with plant food, free from excess swamp muck, peat, clay, silt, stones, sods, roots, gravel, sand, subsoil or other foreign material. All loam furnished for this work shall be approved by the Engineer.

(c) Limestone shall be ground limestone that will pass a No. 20 sieve, and at least seventy-five (75) per cent will pass a No. 100 Sieve. Ground limestone shall have a neutralizing value satisfactory to the Engineer.

(d) Fertilizer shall be furnished in containers plainly marked with the chemical analysis of the product and it shall have one of the following compositions by weight.

	10-6-4	8-6-4	7-7-7
Nitrogen	10% min.	8% min.	7% min.
Available Potash Acid (P ₂ O ₅)	6% min.	6% min.	7% min.
Water Soluble Potash (K ₂ O)	4% min.	4% min.	7% min.

At least fifty (50) per cent by weight of the nitrogen content of the fertilizer shall be derived from organic materials.

(e) Grass seed shall be of the previous year's crop and in no case shall the weed seed content exceed one (1) per cent by weight. Grass seed shall conform to the requirements of the following table:

	Proportion	Germination Minimum	Purity Minimum
Creeping Red Fescue	50%	85%	95%
Kentucky Blue	25%	85%	90%
Domestic Rye	10%	90%	98%
Red Top	10%	85%	92%
Ladino Clover	5%	85%	96%

(f) The several varieties of seed shall be furnished and delivered separately, and mixed after delivery as directed by the Engineer.

(g) The responsibility for satisfactory results shall rest entirely with the Contractor regardless of any tentative approval given by the Engineer.

Method of Construction

(h) The loam borders shall be excavated to subgrade six (6) inches below and parallel to the finished grade. Loam shall then be spread on the subgrade in sufficient quantities to produce without rolling and after material settlement has taken place, a depth of four (4) inches. On this layer of loam ground limestone shall be spread at the rate of one-half (1/2) pound per square yard and thoroughly incorporated into the loam for the total depth, by harrowing or spading and raking. The surface shall be brought smoothly to a grade parallel to the finished grade.

(i) The second layer of loam shall then be spread in sufficient quantities to produce after final rolling the required finished depth. At least five (5) days shall elapse after the application of the ground limestone, and then fertilizer shall be spread on the top layer of loam at the rate of two tenths (2/10) of a pound per square yard. The full depth of the loam shall then be spaded, harrowed and graded to the finished grade.

(j) After the grass plots have been prepared as described above, grass seed shall be carefully and appropriately sown at the rate of three and six tenths (3 6/10) pounds to each one hundred (100) square yards. The surface shall then be raked until the grass seed is thoroughly covered with a thin layer of loam. Finally the surface shall be rolled with a hand roller weighing not more than one hundred (100) pounds per foot of width.

(k) The Contractor shall insure a good catch of grass and shall be responsible for the first cutting of the grass. He shall maintain seeded areas during construction and he shall reloam, regrade and reseed any area which in the opinion of the Engineer requires such.

Method of Measurement

(l) Measurements taken for payment shall be by the **square yard** of the finished work, complete-in-place.

Basis of Payment

(m) Under **Item 33** the Contractor will be paid the contract unit price per **square yard** for loam borders and/or lawns (either public or private), complete-in-place, which unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item in accordance with the plans, as directed by the Engineer and as specified herein, inclusive of the raising of service boxes to the finished grade.

SECTION 21**Item 34 – MATERIALS TESTING ALLOWANCE****Description**

(a) The Contractor shall include in his bid an allowance of **five hundred dollars (\$500.00)** for cylinders and for other tests conducted in the field and/or the laboratory as required by the Engineer for the control of the concrete, reclaimed pavement material, bituminous concrete pavement, or for any other material.

(b) The City will reimburse the Contractor the full amount of the material testing services provided when approved by the Engineer. The Contractor is required to submit to the City Engineer copies of evidence of payment.

Basis of Payment

(c) Under **Item 34** the Contractor will be paid the full invoice amount for approved and/or authorized material testing services conducted by an independent and qualified laboratory. **Under no circumstances will the City of Newton pay for any testing procedures which unreasonably exceed accepted industry standards (based upon three (3) additional independent quotes for similar testing procedures).**

SECTION 22**Item 35 - MISCELLANEOUS WORK ALLOWANCE (ENGINEERS DISCRETION)****Description**

The work of this section is to complete certain items of work which are not called for under the specifications or indicated on the plans but which are done at the special request of the Engineer. These items of work shall be completed only when and as directed by the Engineer. The Contractor may not proceed with any work under this section without the written notice of the Engineer to complete the work under the "Miscellaneous Work Allowance".

The sum to be allowed for the work of this item shall be **two thousand dollars (\$2,000.00)**.

All work under this item shall be paid for by one or more or a combination of the following methods at the City's discretion.

- a. Unit prices previously bid.
- b. An agreed lump sum.
- c. The actual cost of:
 1. Labor, including foremen;
 2. materials entering permanently into the work;
 3. the ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 4. power and consumable supplies for the operation of power equipment;
 5. insurance;
 6. social security and old age and unemployment benefits.

To the cost under c. there shall be added a fixed fee to be agreed upon but not to exceed fifteen per cent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expense.

The City shall retain a cash credit in full or in part, in the event that the final cost of materials and/or equipment is lower than the original cash allowance provided.

To the estimated cost or actual cost under (c) for work performed by subcontractors, there shall be added a fixed fee of ten per cent (10%) as compensation to cover the subcontractor's cost of supervision, overhead, profit and any other subcontract general expense, plus ten per cent (10%) as compensation to cover the General Contractor's cost of supervision, overhead, profit, bond and any other general expenses.

Basis of Payment

Payment for work completed under **Item 35** shall be as specified above, in full or in part, as approved by the Engineer.

SECTION 23**Item 36 –POLICE OFFICER SERVICES
(TO BE PAID DIRECTLY THRU INTER-DEPARTMENTAL BILLING)****Description**

(a) The Contractor is advised that payment of Police officers shall be performed by the City through inter-departmental billing procedures, **however under Item 1 the Contractor shall still be completely responsible for ordering, and for canceling details on a day to day basis.** In the event the Contractor has ordered police details, and does not give the police department ample advance notice that work has been cancelled for that day due to inclement weather or for any other reason, **then the Contractor shall bear the expense of that billed detail.** To that end the Contractor shall completely familiarize himself with the current policies regarding and/or regulating police details. In the event police detail requests cannot be completely filled to cover the Contractor's scheduled work for any particular day then the Contractor shall adjust his work schedule accordingly and shall not hold the City responsible for any loss of time, or for any other financial loss. However the City of Newton will grant an extension of time to the original contract term for each day lost due to insufficient police staffing.

(b) When ordering, canceling and/or communicating with the Police Services personnel the Contractor shall identify;

- **The Location of the Project**
- **The Contract Number** (to ensure proper billing procedures for accounting and routing purposes)
- **The work as a City funded contract** (to ensure surcharges are not applied)

In the event these criteria are not clearly stated the Contractor will be held responsible for any excess charges associated with this program.

Basis of Payment

(c) Under **Item 36** the invoiced amount, subject to the citations and directives of **Paragraph a and b**, shall be paid directly to the City of Newton Police Department or to the Massachusetts State Police, for services rendered by Police officers **through a direct inter-departmental billing and payment program, therefore a capital outlay by the Contractor will not be required.**

(d) The scheduling and coordination of Police Officer services shall be performed by the Contractor and paid for under **Item 1** in accordance with the above-noted citations of **Paragraph a and b.**

SECTION 25**Item 37 – WARNING AND/OR SAFETY DEVICES FOR THE CONTROL OF CONSTRUCTION OPERATIONS**Description

(a) Work under this section consists of providing, positioning, repositioning and maintaining various traffic control devices, inclusive of the 'RC' or 'D' Type drum devices, for the guiding and safety of the traveling public, and for the safety of the working personnel during construction and maintenance operations, and includes channelizing, barricades, detouring and other warning devices, as directed by the Engineer, and/or as requested by the Police Detail Officer, and/or as shown on the plans.

(b) Under this item the Contractor is solely responsible for all safety aspects of the Contract subject to the Provisions of **Article 14** of the General Conditions of the Contract.

Materials

(c) Drums shall be Type IV reflectorized in their entire white and orange areas with reflective sheeting. Barricades along with non-metallic reflectorized drums shall conform to Section M9 of the Mass. DPW Standard Specifications for Highways and Bridges. Newly developed products providing equivalent target value and stability that are approved by the Massachusetts Highway Department may be used. All barricades and drums shall be maintained in a satisfactory manner, including the removal of dirt or road film that causes a reduction in sign reflective efficiency.

(d) Each barricade and drum used for warning or channelizing at night shall be equipped with a flashing light. All devices that are not lighted at dusk shall be repaired or replaced.

(e) Materials required under this section need not be new, but must be in first class condition and acceptable to the Engineer. Any materials, that in the judgement of the Engineer, are unsatisfactory in appearance and/or performance, shall be removed and immediately replaced by acceptable units. However, the Contractor is solely responsible to monitor and verify the conditions of the materials, and to take immediate action to remedy any deficiencies otherwise brought to his attention.

(f) Signs for Type 'RC' and 'D' devices are to comply with all applicable provisions of **Section 26**.

Method of Construction

(g) All warning and directional devices shall be subject to removal, replacement and/or repositioning as often as is necessary. Deployment of such devices shall be the sole responsibility of the Contractor, therefore ample number of devices must be maintained at all times and at no time shall vehicular or pedestrian traffic be a cause for concern.

(h) The Contractor is to work closely with the Safety Officer of their insurance agent to determine, and establish, on an ongoing systematic basis, as the construction operations progress, the number of reflectorized devices that are needed in order to eliminate any and all potential safety hazards to the general public.

(i) Cones of non-reflectorized warning devices shall not be left in operating position when the day's operations have ceased.

Method of Construction (Continued)

(j) All signs mounted on Type 'RC' and 'D' type devices are to be turned away from traffic at days end when no longer in use.

Method of Measurement

(k) The Engineer shall make **percentage payments** as he deems appropriate during the course of these activities.

Basis of Payment

(l) The contract **lump sum** price under **Item 37** shall constitute full payment for all materials, labor and equipment required or incidental to the work described above and/or as shown on the plans. Any devices which are lost, stolen, destroyed, or deemed unacceptable while their use is required on the project shall be replaced without additional compensation.

(m) Signboards for Type 'RC' and Type 'D' drum devices will be paid under **Section 26**.

SECTION 26**Item 38 – FURNISH & MOUNT SAFETY & SPECIALTY SIGNBOARDS
(INCLUDING THE POST SYSTEM)****Description**

(a) Safety and specialty signboards shall be placed, as directed by the Engineer, and/or as described in the City of Newton “General Construction Details” and/or as shown on the plans. The Contractor is not to order any signboards until he has coordinated this effort with the Engineer in order to identify the maximum number, and various types of signboards, that should be contained in the initial sign making order as every new signboard, once delivered, is to be reused. The Contractor is to order new signboards as the Engineer may further direct as the construction activities progress, however, no payment will be made for any new signboard which is damaged or lost. Damaged or lost signs are to be replaced at the Contractors own expense.

(b) When scope of the project involves multiple site locations signboards and posts are to follow the construction progress, being moved from zone to zone, with signboards and posts being the first mobilization element to be established throughout each project zone before any other construction activity takes place within that particular zone.

(c) Specialty signboards, bearing unique messages, shall be fabricated by special order of the Engineer to address any and all site specific informational requirements.

(d) Once established, all signboards and/or post systems are to be maintained for the duration of the construction activities. Any damaged signboards and/or post systems are to be immediately replaced at the Contractors own expense without any additional compensation.

Materials

(e) Plywood signboards panels shall be fabricated from ¾” thick medium Density Overlaid (MDO) Exterior Type, A-B both sides surface in natural color and the whole conforming with the requirements and tests for the above as set forth in U.S. Products Standards PSI-74 for Construction and Industrial Plywood. All plywood shall bear the grade trademark of an approved testing agency. The entire area of the signs shall be reflectorized with the reflective sheeting conforming to Section M9.30.0 of the Commonwealth of Massachusetts, Standard Specification for Highway and Bridges, dated 1988. All applicable portions of Sections 828 and 840 of the aforementioned specifications shall also apply.

(f) Posts shall be constructed of sturdy material(s) and adequately installed so as to withstand ninety (90) mile an hour sustained winds when the respective sign is mounted in place. No payment will be made for posts, and/or support systems, which do not clearly meet this criteria. No additional payment will be made to replace any damaged post systems.

Method of Construction

(g) All signboards shall be fastened in the manner described in the Construction Details, and/or as shown on the plans, or as directed by the Engineer.

Method of Construction (Continued)

(h) The Contractor shall be responsible for maintaining all signboards and posts for the duration of the contract and all signs and/or posts damaged or lost during construction shall be replaced by the Contractor at his own expense.

(i) Upon completion of the Contract, all safety and specialty signboards shall become the property of the City of Newton. Signboards shall be delivered by the Contractor to a City location designated by the Engineer, where the Contractor is to neatly stockpile the signboards. The City reserves the right to limit the number of signs it receives, and to further pick and choose which signs are to be delivered to the City of Newton. In the event the City has no desire to take control of the signs, then the Contractor is to dispose of them as he so chooses, however, in no case is any sign to be discarded in this manner until such time a the Engineer authorizes its release.

Method of Measurement

(j) Measurement for payment of **signboards with the post system** and/or the mounting effort, shall be based upon the **square foot of surface area for each new and professionally made signboard**. No additional payment will be made for field made signboards which are ordered by the Engineer and which bear a temporary hand-written message.

Basis of Payment

(k) Under **Item 38** the Contractor will be paid the contract unit price per square foot for a professionally made safety and specialty signboard, complete-in-place (inclusive of the post system), which has been authorized by the Engineer. The express intent, under this item is to re-use the signboards, **moving the signboards from project zone to project zone as the construction operation progress, without any further additional compensation**. Under this item the unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item, as shown on the plans, as directed by the Engineer and as specified herein. No additional payment will be made for signs and/or sign post systems which are damaged, lost, stolen and which are required to be replaced.

END OF SPECIAL PROVISIONS